

***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
BRIEF &
APPENDIX**

FOR BINDING

IN THE
United States Court of Appeals
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 77-1179

AMERICAN NUMISMATIC ASSOCIATION,

Appellant,

v.

RICHARD PICKER,

Appellee.

Appeal from the United States District Court
for the District of Columbia

BRIEF FOR APPELLANT AND APPENDIX

United States Court of Appeals
for the District of Columbia Circuit

FILED MAR 28 1977

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(i)

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CERTIFICATE REQUIRED BY RULE 8(c) OF THE
GENERAL RULES OF THE UNITED STATES COURT
OF APPEALS FOR THE DISTRICT OF COLUMBIA
CIRCUIT

The undersigned, counsel of record for the American Numismatic Association, certifies that only the parties hereto, namely, the Appellant and the Appellee, have an interest in the outcome of this case. These representations are made in order that Judges of this Court may evaluate possible disqualification or recusal.

/s/ Samuel Intrater

Samuel Intrater
*Attorney of Record for Appellant
American Numismatic Association*

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AMERICAN NUMISMATIC ASSOCIATION,

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Appellee.

Appeal from the United States District Court
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BRIEF FOR APPELLANT

STATEMENT OF ISSUES

The question on appeal is whether the trial court, in a case involving a bailment without consideration, should have directed a verdict in favor of defendant, where a prior jury verdict had found that defendant was not guilty of gross negligence.

This case was before this Court in *Picker v. Searcher's Detective Agency*, No. 74-1718, at which time this Court reversed a judgment in favor of this appellant and remanded for a new trial.

There are no cases currently before the Court in any way connected with this case.

REFERENCE TO PARTIES AND RULINGS

This case was tried before the Honorable William B. Jones. On November 11, 1976, at the close of plaintiff's case, the Court denied defendant's Motion for Directed Verdict. This denial was without any oral opinion as to the grounds therefor. On December 15, 1976, the Court denied defendant's Motion for Judgment N.O.V. (see App. 22).

STATEMENT OF THE CASE

This case involves a party — appellee — who attended the 1971 Convention of the American Numismatic Association in Washington, D.C. During the Convention, he stored his bags containing valuable coins in the Security Room provided for such purpose. When he returned for his bags, they could not be found. He sued for his loss.

The case was tried previously before Judge William Jones. At that trial, since the appellee had signed an application for an exhibit table, which application contained a specific release of liability, the court dismissed the allegations of ordinary negligence, and the case was submitted to the jury on the issue of gross negligence. The jury found in favor of the defendant. Upon appeal, this Court ruled that the case should be re-tried and the issue submitted to the jury as to whether it was brought home to the plaintiff with reasonable clarity that the American Numismatic Association would not be responsible for any loss.

At the retrial, the evidence revealed that the Security Room was provided without charge (See App. 25-76).

The jury returned a verdict in favor of appellee, and the court, which had previously denied motions for a directed verdict, denied appellant's Motion for Judgment N.O.V.

ARGUMENT

In this case, the appellee admitted in his testimony that bags were checked into the Security Room without charge (App. 40-41). The other witnesses who were questioned on this point also testified that there was no charge for checking one's bags in the Security Room (App. 50-51, 64). In addition, there was introduced into evidence as plaintiff's Exhibit #10 (App. 70) the application which appellee signed in order to get an exhibit table — referred to in the application as a "bourse table." The application disclosed that there would be a fee charged in the amount of \$250.00, \$20.00 of which was refundable. It spelled out that the fee covered the use of a table, two exhibit cases with locks, a dealer's sign, a registration with a name badge and a banquet ticket. There was no charge for the use of the Security Room. In addition, there was introduced into evidence as plaintiff's Exhibit #2 (App. 69) the ticket given to people checking articles into the Security Room. This ticket spelled out the fact that there was no charge for the use of the Security Room.

Thus, the uncontradicted evidence revealed that the Security Room was provided free of charge. This means that the bailment of appellee's bags was a gratuitous bailment, without any consideration.

Appellant respectfully submits that the law in this jurisdiction with regard to gratuitous bailments is set forth in *Barclay v. Maxfield*, 48 A.2d 768. In that case, the court held that in the situation of a gratuitous bailment, the bailee is liable *only* for gross negligence, willful act, or fraud. Thus, in the

instant case, since the bailment was clearly gratuitous, the appellant could not be held for simple negligence, but only for gross negligence, willful act or fraud.

However, it should be recalled that on the *first* trial, the case was submitted to the jury on that very issue, and the jury *exonerated* the appellant of gross negligence. Under these circumstances, appellant submits that the court should have granted the motion for directed verdict or for judgment n.o.v.

CONCLUSION

Appellant requests that this Honorable Court reverse the judgment entered below and remand this case to the lower court with instructions to enter a judgment in favor of appellant.

Respectfully submitted,

SAMUEL INTRATER
ALBERT BRICK

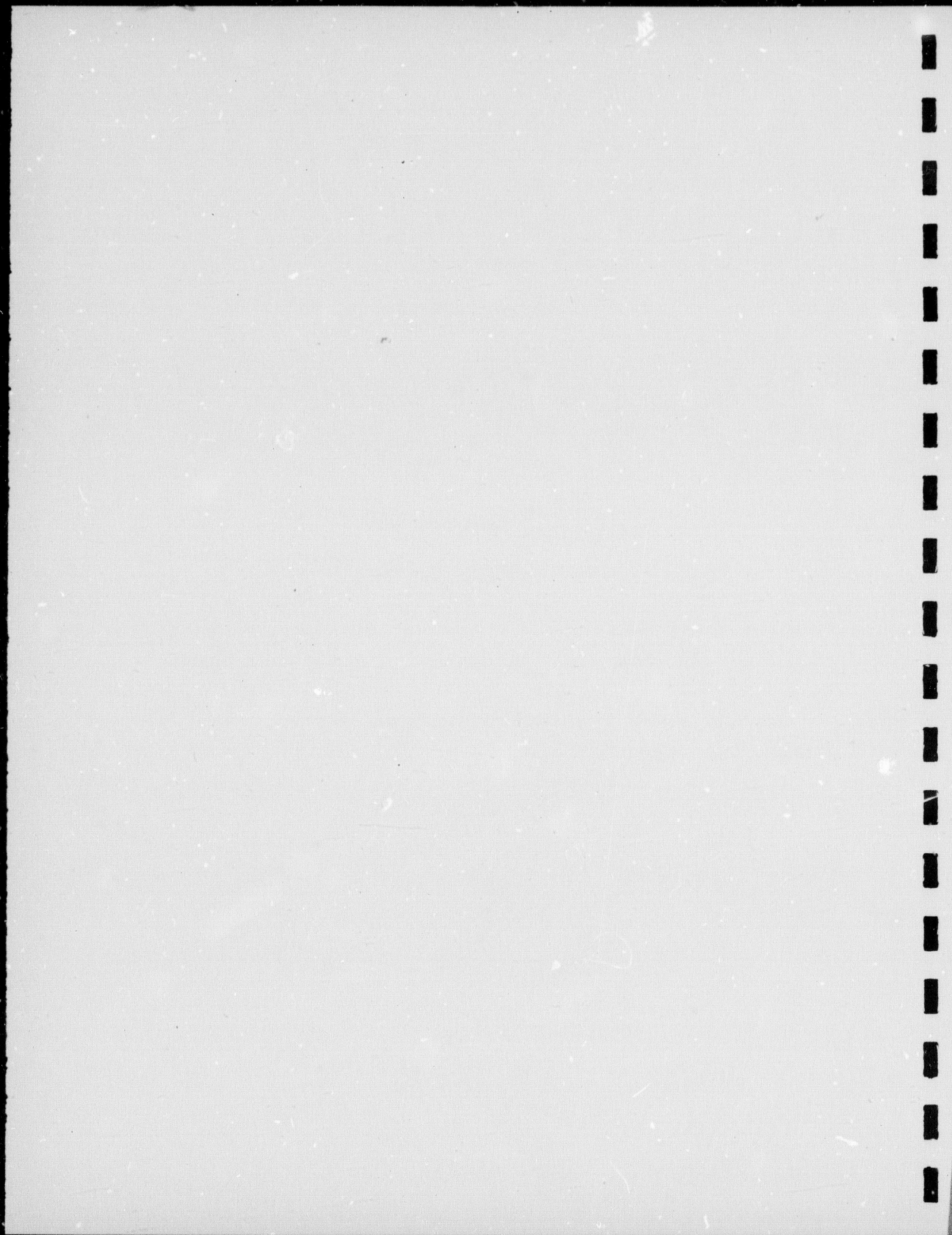
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App. 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

RICHARD PICKER
51 Meadow Lane
Roslyn Heights, New York

Plaintiff

v.

Civil Action No.

2118-71

SEARCHER'S DETECTIVE AGENCY, INC.
8728 Colesville Road
Silver Spring, Maryland

and

AMERICAN NUMISMATIC ASSOCIATION
818 North Cascade Avenue
Colorado Springs, Colorado

Defendants

COMPLAINT FOR FAILURE
TO REDELIVER BAILED GOODS

COUNT I

1. Plaintiff RICHARD PICKER is a citizen of the State of New York. Defendant SEARCHER'S DETECTIVE AGENCY, INC. (hereinafter "Searcher's") is a corporation incorporated under the laws of the State of Maryland and has its principal place of business in the State of Maryland. Defendant AMERICAN NUMISMATIC ASSOCIATION (hereinafter "Association") is an association chartered by the U. S. Congress with its principal place of business in the State of Colorado. At the time of the occurrence hereinafter related, both Searcher's and Association were doing business in the District of Columbia. The matter in controversy exceeds, exclusive of interest and costs, the sum of ten thousand dollars.

App. 2

- 2 -

2. This Court has jurisdiction pursuant to 28 U. S. C. §1332, Title 11, Section 501(4) of the District of Columbia Code and Title 13, Section 423 of the District of Columbia Code.

3. During the period August 10-15, 1971 Defendant Association held its 80th Anniversary convention at the Washington Hilton Hotel in the District of Columbia. The convention was attended by a large number of coin collectors and others interested in the study and/or collection of coins, tokens, medals, paper money and similar objects. Defendant Association, in order to provide a safe and secure place where those who attended the convention could deposit for safekeeping their valuables such as coin collections, coins, medals, paper money and other objects, contracted with and maintained with and through Defendant Searcher's a security room where valuable belongings could be left and checked for safekeeping by those attending the convention. Those who wished to check their valuables at the security room deposited the valuables there and received a card which was used to identify the property left for safekeeping and which the individual retained until he wished the return of his property which he had previously deposited.

4. On or about August 14, 1971 Plaintiff, who was a dues paying member of Defendant Association and who paid a registration fee to Defendant Association to attend the convention, went to the security room and there deposited with Defendants, and Defendants accepted for safekeeping, two attache cases containing various coins, medals, colonial paper money and the like valued at approximately \$130,000.00. Said attache cases also contained various books and records. At the time of depositing the attache cases, Plaintiff received a card or claim check to

App. 3

be presented to Defendants when he desired a return of the attache cases.

5. On or about August 15, 1971, Plaintiff returned to the security room for the purpose of reclaiming the two attache cases, presented his claim check and demanded the return of the two attache cases entrusted to Defendants but Defendants failed and refused, and still refuse to return the attache cases and their contents to Plaintiff, or any part thereof.

6. Defendants did not take due care of and safely keep the attache cases belonging to Plaintiff and left with them for safekeeping nor did they, when so requested, or afterward, or at all, redeliver the same to Plaintiff. On the contrary, Defendants so negligently and carelessly conducted themselves with respect to Plaintiff's said property, and took so little care thereof that the attache cases were wholly lost to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants Association and Searcher's in the amount of \$130,000.00 together with his costs, interest and attorneys fees.

COUNT II

7. Plaintiff repeats and realleges, as though fully set forth herein, the allegations of Paragraphs 1-5 of Count I of this Complaint.

8. Defendants did not take due care of and safely keep the attache cases belonging to Plaintiff and left with them for safekeeping nor did they, when so requested, or afterward, or at all, redeliver the same to Plaintiff. On the contrary, Defendants were so grossly negligent and careless in their conduct with respect to Plaintiff's said property, and took so little care thereof that the attache cases were wholly lost to Plaintiff.

App. 4

WHEREFORE, Plaintiff demands judgment against Defendants Association and Searcher's in the amount of \$130,000.00 together with his costs, interest and attorneys fees.

Dated: December 3, 1971.

ROYALL, KOEGEL & WELLS

By Anthony F. Crowe
1730 K Street, N. W.
Washington, D. C. 20006
338-7760

Attorneys for Plaintiff

JURY DEMAND

Plaintiff herewith demands trial by jury.

ROYALL, KOEGEL & WELLS

By Anthony F. Crowe
1730 K Street, N. W.
Washington, D. C. 20006
338-7760

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

RICHARD FICKER
51 MEADOW LANE
ROSLYN HEIGHTS, NEW YORK

PLAINTIFF

v.

SEARCHER'S DETECTIVE AGENCY, INC.
8728 COLESVILLE ROAD
SILVER SPRING, MARYLAND

AND

AMERICAN NUMISMATIC ASSOCIATION
818 NORTH CASCADE AVENUE
COLORADO SPRINGS, COLORADO

DEFENDANTS

CIVIL ACTION NO. 8418-71

ANSWER AND CROSSCLAIM OF DEFENDANT

AMERICAN NUMISMATIC ASSOCIATION

ANSWER

COMES NOW THE DEFENDANT, AMERICAN NUMISMATIC ASSOCIATION, BY AND THROUGH ITS ATTORNEYS, IN ANSWER TO THE COMPLAINT FILED HEREIN AND STATES AS FOLLOWS:

1. SAID COMPLAINT FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.
2. DEFENDANT DENIES THE MATERIAL ALLEGATIONS OF THE COMPLAINT.
3. DEFENDANT DENIES ALL ALLEGATIONS OF NEGLIGENCE AND DENIES ALL ALLEGATIONS OF FAILURE TO REDELIVER BAILED GOODS.
4. DEFENDANT DENIES THAT THE PLAINTIFF BAILED ANY GOODS TO THIS DEFENDANT BUT, INSTEAD, ALLEGES THAT SUCH GOODS WERE BAILED TO THE CO-DEFENDANT HEREIN, AN INDEPENDENT CONTRACTOR AND A SEPARATE CORPORATION IN NO WAY CONNECTED WITH THIS DEFENDANT.
5. DEFENDANT ALLEGES THAT ANY LOSS TO THE PLAINTIFF, WHETHER RESULTING FROM A FAILURE TO DELIVER BAILED GOODS OR WHETHER RESULTING FROM NEGLIGENCE OR GROSS NEGLIGENCE, STEMMED FROM THE ACTS OF SUCH INDEPENDENT CONTRACTOR FOR WHICH THIS DEFENDANT IS NOT LIABLE.
6. DEFENDANT FURTHER ALLEGES THAT THE PLAINTIFF HEREIN, AS PART OF THE CONSIDERATION FOR BEING ALLOWED TO ATTEND THE CONVENTION HELD BY THIS DEFENDANT AND AS FURTHER CONSIDERATION FOR THE RIGHT TO EXHIBIT HIS COIN

App. 6

COLLECTIONS, ETC., SPECIFICALLY AGREED TO PROVIDE HIS OWN INSURANCE UPON HIS PERSONAL PROPERTY AND FURTHER SPECIFICALLY RELEASED THIS DEFENDANT FROM ANY CLAIM WHICH MIGHT RESULT FROM THE LOSS OF ANY OF SUCH PROPERTY.

7. DEFENDANT FURTHER ALLEGES THAT IN THE BAILMENT AGREEMENT ENTERED INTO BETWEEN THE PLAINTIFF AND THE CO-DEFENDANT HEREIN, THE PLAINTIFF FURTHER SPECIFICALLY RELEASED THIS DEFENDANT FROM ANY LIABILITY IN EXCESS OF THE AMOUNT OF \$25.00.

WHEREFORE THIS DEFENDANT PRAYS THAT THE COMPLAINT BE DISMISSED WITH PREJUDICE.

CROSSCLAIM

THE DEFENDANT, AMERICAN NUMISMATIC ASSOCIATION, HEREINAFTER REFERRED TO AS THE CROSS-CLAIMANT, SUES THE CO-DEFENDANT, SEARCHER'S DETECTIVE AGENCY, INC., HEREINAFTER REFERRED TO AS THE CROSS-DEFENDANT, AND AS GROUNDS THEREFOR STATES AS FOLLOWS:

1. THAT PRIOR TO THE CONVENTION REFERRED TO IN THE COMPLAINT-IN-CHIEF FILED HEREIN, THE CROSS-CLAIMANT RETAINED THE SERVICES OF THE CROSS-DEFENDANT TO PROVIDE SECURITY GUARD SERVICES FOR SAID CONVENTION.

2. THAT PURSUANT TO SAID AGREEMENT BETWEEN THE CROSS-CLAIMANT AND THE CROSS-DEFENDANT, SAID CROSS-DEFENDANT FURTHER AGREED TO INDEMNIFY AND HOLD HARMLESS THE CROSS-CLAIMANT AGAINST ANY CLAIMS FOR ACTS OR ACTIONS TAKEN BY THE SECURITY GUARDS PROVIDED BY SAID CROSS-DEFENDANT DURING SAID CONVENTION.

3. THAT IN VIEW OF THE FACT THAT THE PROPERTY OF THE PLAINTIFF WAS ALLEGEDLY BAILED INTO THE CUSTODY OF THE CROSS-DEFENDANT AND IN VIEW OF THE FURTHER FACT THAT IF SUCH PROPERTY WERE LOST, SUCH LOSS RESULTED FROM THE ACTS OR ACTIONS OF THE AGENTS OF SAID CROSS-DEFENDANT, SAID CROSS-DEFENDANT IS REQUIRED TO INDEMNIFY AND HOLD HARMLESS THE CROSS-CLAIMANT.

WHEREFORE CROSS-CLAIMANT DEMANDS JUDGMENT AGAINST THE CROSS-DEFENDANT IN ANY AMOUNT FOR WHICH THE CROSS-CLAIMANT MAY BE HELD LIABLE TO THE PLAINTIFF IN THE ACTION-IN-CHIEF HER IN AND FURTHER DEMANDS JUDGMENT AGAINST SAID CROSS-DEFENDANT FOR THE COSTS AND ATTORNEY'S FEES FOR WHICH SAID CROSS-CLAIMANT HAS BECOME OBLIGATED WITH REGARD TO THE DEFENSE OF THE ACTION HEREIN.

BRICK AND INTRATER

BY

ATTORNEYS FOR DEFENDANT AND CROSS-
CLAIMANT AMERICAN NUMISMATIC
ASSOCIATION

App. 7

ELLIS EBLow
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CLAIMANT AMERICAN NUMISMATIC ASSOCIATION
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628-4388

COPIES OF THE FOREGOING ANSWER AND CROSCCLAIM MAILED THIS _____
DAY OF JANUARY, 1972, TO ROYALL, KOEGEL AND WELLS, ATTORNEYS FOR PLAINTIFF,
1730 K STREET, N. W., WASHINGTON, D. C. 20006, AND TO KENNETH W. PARKINSON,
ESQUIRE, 1828 L STREET, N. W., WASHINGTON, D. C. 20036, ATTORNEY FOR DEFENDANT
SEARCHER'S DETECTIVE AGENCY, INC.

BRICK AND INTRATER

By _____
ATTORNEYS FOR DEFENDANT AND CROSS-
CLAIMANT AMERICAN NUMISMATIC
ASSOCIATION
1025 VERMONT AVENUE, N. W.
WASHINGTON, D. C. 20005
347-5957

Richard PICKER, Appellant,
v.

SEARCHER'S DETECTIVE
AGENCY, INC., et al.

No. 74-1718.

United States Court of Appeals,
District of Columbia Circuit.

Argued April 16, 1975.

Decided July 14, 1975.

Rehearing Denied Aug. 15, 1975.

Coin dealer brought action against numismatic association and detective agency for loss of coin collection which had been placed in the defendants' security room at the association's convention. The United States District Court for the District of Columbia, William B. Jones, J., dismissed the complaint against defendants on a simple negligence count and rendered judgment on jury verdict for defendants on a gross negligence count. Coin dealer appealed. The Court of Appeals, Fahy, Senior Circuit Judge, held that evidence on issue whether limitations of liability in appli-

cation form and security room claim ticket signed by the dealer were effective to warn the dealer that the defendants would not be accountable for losses occurring as a result of their negligence was sufficient for the jury.

Reversed and remanded.

1. Bailment ⇐31(3)

Delivery of bailed property to bailees and their failure to return bailed property when duly claimed raised prima facie case of negligence.

2. Contracts ⇐187(1)

Clause in contract between coin dealer and numismatic association relieving association from liability for losses sustained by coin dealer at association's convention did not inure to benefit of detective agency hired by association to provide convention security.

3. Principal and Agent ⇐136(1)

Agent of bailee was not entitled to benefit of contractual limitations on liability of bailee.

4. Bailment ⇐33

In action by coin dealer against numismatic association and detective agency for loss of coin collection entrusted to security room operated by agency at association's convention, evidence on issue whether limitation of liability in security room claim ticket signed by dealer was effective to warn dealer that agency was not liable for losses sustained through its negligence was sufficient for jury.

5. Bailment ⇐33

In action by coin dealer against numismatic association and detective agency for loss of coin collection entrusted to security room operated by detective agency at association's convention, evidence on issue whether limitations of liability in application form and security room ticket signed by dealer were effective to warn dealer that numismatic association was not to be accountable for losses dealer might suffer through association's negligence in caring for bailed coin collection was sufficient for jury.

PICKER v. SEARCHER'S DETECTIVE AGENCY**1317**

Cite as 515 F.2d 1316 (1975)

Appeal from the United States District Court for the District of Columbia, C.A. 2418-71.

David T. Bryant, Washington, D. C., for appellant.

James E. Brammer, Washington, D. C., with whom James P. Schaller, Washington, D. C., was on the brief for appellee Searcher's Detective Agency.

Samuel Intrater, Washington, D. C., with whom Albert Brick, Washington, D. C., was on the brief for appellee American Numismatic Assn.

Before BAZELON, Chief Judge, FAHY, Senior Circuit Judge, and WRIGHT, Circuit Judge.

Opinion for the Court filed by Senior Circuit Judge FAHY.

FAHY, Senior Circuit Judge:

The American Numismatic Association (ANA), in connection with its annual national convention to be held at a hotel in Washington, D. C., arranged for the display and selling of coins, medals, paper money and like objections during the convention. Appellant Richard Picker, a professional coin dealer, completed an application form supplied by ANA in October 1970, and requested bourse (display and selling) space for his coin and currency collection at the convention, to be held the following August. His application was accepted in March 1971. On the afternoon of August 14, 1971, the last day of the convention, Picker placed his collection in two attache cases and checked them at a security room provided by ANA at the hotel.¹ He returned to repossess the two cases the following day. Delivery was not made, for the two cases had disappeared. He sued appellees ANA and Searcher's Detective Agency, Inc. (Searcher's) in the District Court for the value of the collection, alleged to be \$135,000. Searcher's had en-

tered into a contract with ANA under which it would furnish protection at the convention and security room for safekeeping of the displays when not on exhibit. During the convention period employees of both ANA and Searcher's were in attendance at the security room.

Count I of the complaint alleged simple negligence in the failure of appellees to return the goods, Count II gross negligence. The court dismissed the complaint against appellees on Count I.² Count II was submitted to the jury, which returned a verdict for appellees. The appeal presents the question whether the claims under Count I should also have been submitted to the jury. We conclude that there were cases for submission to the jury under Count I, and accordingly reverse.

I

[1] The delivery of the attache cases to appellees as bailees, and their failure to return the bailed property when duly claimed, raised a prima facie case of negligence under Count I. *Quinn v. Milner*, 34 A.2d 259 (D.C.Mun.App.1943); *Jones v. Warner*, 57 Wash.2d 647, 359 P.2d 160 (1961); *Banachowski v. Saunders*, 187 A.2d 891 (D.C.C.A.1963); *Star Pontiac Company, Inc. v. Eastern Insurance Company*, 184 A.2d 200 (D.C.Mun.App.1962). Appellees defend that Picker had released them of liability except for \$25.00 for each article lost. Two documents are involved in their defense. One is the application form sent by ANA to Picker for participation in the bourse, which he signed and returned in October, 1970; the other is a three-part tag used by the appellees in operating the security room. The fifth of seven paragraphs in the application reads in pertinent part as follows:

A security room will be available for all officially registered ANA members

cover \$25.00 for each attache case. This was the amount stated on each claim check. When the jury returned a verdict in favor of both appellees the court directed a verdict against ANA alone for \$50.00.

1. Appellant had not used the security room before. On the previous days of the convention he had used other facilities provided by ANA to secure his collection overnight.

2. Prior to submission to the jury of Count II ANA's counsel agreed that Picker should re-

during the convention period. Police protection and armed guards will be provided for the bourse and exhibit areas, but users thereof are expected to insure themselves against any loss sustained. The undersigned specifically releases the ANA, its officers, members and/or committees, either in their official, individual or personal capacities by reason of any loss, damage or injury whatsoever sustained, either directly or indirectly in connection with the bourse, security room, exhibit and/or convention.

The tag used at the security room is in three parts, separated by perforations. Two parts contain only identical numbers and a place for the bailor to sign. One of these is signed and placed on the article when it is checked in. The other is retained by the bailor as his claim check and signed when he seeks to repossess the article. The center part, retained by the bailees in the security room file, is signed when the article is presented for safekeeping. This part reads as follows:

In consideration for permitting me to use without charge the Security Room at the 19..... ANA Convention, I hereby agree that the liability of American Numismatic Association,

..... and all officers, board members and other representatives of each of them shall be limited to the aggregate sum of \$25.00 for loss, theft, damage and/or destruction (through negligence or otherwise) of all property held for me in said Security Room; provided, however, that the foregoing provision shall not limit the liability of any individual who may be personally guilty of theft, willful damage or destruction of my property.

Signature

II

The Liability of Searcher's for Simple Negligence

[2] 1. Searcher's contends the release of liability clause in the application

inures to its benefit and bars recovery for simple negligence. We do not agree. The release clause runs in terms only to "ANA, its officers, members and/or committees, either in their official, individual or personal capacities" Searcher's is not among these; and the reference to loss sustained "either directly or indirectly in connection with the bourse, security room, exhibit and/or convention" does not enlarge the category of those protected.

[3] Searcher's relies also, however, upon the theory that it was an agent of ANA and thus when acting pursuant to its authority it had those immunities of its principal which were not personal to the principal, citing, *inter alia*, *Leather's Best, Inc. v. S. S. Mormaclynx*, 451 F.2d 800 (2d Cir. 1971). It is there observed in dicta that this is the New York rule in the context of bailments:

an agent acting within the scope of its authority is entitled to the benefit of any contractual limits upon the liability of its principal.

Id. at 817. There is also Ohio authority for such a rule. *Employers' Fire Ins. Co. v. United Parcel Service of Cincinnati, Inc.*, 89 Ohio App. 447, 99 N.E.2d 794, 799 (1950). No District of Columbia case, however, so holds, and the Supreme Court in *Herd & Co. v. Krawill Machinery Corp.*, 359 U.S. 297, 79 S.Ct. 766, 3 L.Ed.2d 820 (1959), has held otherwise. The Court there considered whether the provisions of section 4(5) of the Carriage of Goods by Sea Act (46 U.S.C. § 1304(5)) or parallel provisions of an ocean bill of lading, limiting the liability of an ocean carrier to a shipper to \$500 per package of cargo, also limited the liability for negligence of an independent stevedore company engaged by the carrier to load the cargo aboard the ship. The Court pointed out that the bill of lading referred not to the liability of the stevedore or agent but of the carrier. Adverting to the theory which had been adopted in *A. M. Collins & Co. v. Panama R. Co.*, 197 F.2d 893 (5th Cir. 1952), cert. denied, 344 U.S. 875, 73 S.Ct. 168, 97 L.Ed. 677 (1952), the Court found the

PICKER v. SEARCHER'S DETECTIVE AGENCY

1319

Cite as 515 F.2d 1316 (1975)

premise of that decision to be "that all agents of the carrier who perform any part of the work undertaken by the carrier in the contract of carriage, evidenced by the bill of lading, are, by reason of that fact alone, protected by the provisions of the contract limiting the liability of the carrier, though such agents are not parties to nor express beneficiaries of the contract." 359 U.S. at 303, 79 S.Ct. at 770. The Supreme Court disagreed with this position:

We are unable to agree with that conclusion, for we think it runs counter to a long-settled line of decisions of this Court. From its early history this Court has consistently held that an agent is liable for all damages caused by his negligence, unless exonerated therefrom, in whole or in part, by a statute or a valid contract binding on the person damaged.

In *Brady v. Roosevelt S. S. Co.*, 317 U.S. [575], at page 580-581, 63 S.Ct. [425] at page 428 [87 L.Ed. 471], this Court said that "The liability of an agent for his own negligence has long been embedded in the law," that "withdrawal of the right to sue the agent for his torts would result at times in a substantial dilution of the rights of claimants," and that withdrawal of that right would be "such a basic change in one of the fundamentals of the law of agency [as] should hardly be left to conjecture." This Court has several times held that an agent's only shield from liability "for conduct harmful to the plaintiff is a constitutional rule of law that exonerates him." *Sloan Shipyards Corporation v. United States Shipping Board Emergency Fleet Corporation*, 258 U.S. [549], at page 567, 42 S.Ct. [386] at page 388 [66 L.Ed. 762]; *Brady v. Roosevelt S. S. Co.*, 317 U.S., at page 584, 63 S.Ct. at page 430. Any such rule of law, being in derogation of the common law, must be strictly construed, for "[n]o statute is to be construed as altering the common law, farther than its words import. It is not to be construed as making any in-

novation upon the common law which it does not fairly express." *Shaw v. Railroad Co.*, 101 U.S. 557, 565, 25 L.Ed. 892; see *Texas & Pacific R. Co. v. Abilene Cotton Oil Co.*, 204 U.S. 426, 437, 27 S.Ct. 350, 354, 51 L.Ed. 553. Similarly, contracts purporting to grant immunity from, or limitation of, liability must be strictly construed and limited to intended beneficiaries, for they "are not to be applied to alter familiar rules visiting liability upon a tortfeasor for the consequences of his negligence, unless the clarity of the language used expresses such to be the understanding of the contracting parties." *Boston Metals Co. v. The Wind-ing Gulf*, 349 U.S. 122, 123-124, 75 S.Ct. 649, 650, 99 L.Ed. 933 (concurring opinion). (Footnotes omitted.)

359 U.S. at 303-305, 79 S.Ct. at 770. And see, *Cabot Corporation v. S.S. Mormacscan*, 441 F.2d 476 (2d Cir. 1971), cert. denied, sub nom., *John W. McGrath Corp. v. Cabot Corp.*, 404 U.S. 855, 92 S.Ct. 104, 30 L.Ed.2d 96 (1971).

We adopt this reasoning as controlling. Moreover, as we have seen, the application signed by Picker, like the bill of lading signed by the carrier in *Herd*, expressly enumerated to whom it was intended to apply; and Searcher's, like the stevedore company in *Herd*, was not an ordinary employee of the principal. It was a separate, independent company conducting its own business, with its own employees.

[4] Searcher's also relies upon the language we have quoted from the part of the security room tag signed by appellant but retained in the file of the security room. Appellant testified, however, that when he checked his cases the security room was very busy, that he did not read the limitation of liability clause, was not asked to read it, and was not aware of its terms. The part retained by him, as we have noted, contained nothing but a number and place for signature.

We think the court erred in dismissing Picker's claim against Searcher's under

Count I. A hurried transaction of this sort, with no special reference by the bailee to the provision Searcher's relies upon, together with testimony the jury might believe that it was not even read by appellant, places the case in a different setting from contract cases which hold,

The general rule in this jurisdiction is that one who signs a contract has the duty to read it and is obligated according to its terms

McNulty v. Medical Service of District of Columbia, Inc., 189 A.2d 125, 128 (D.C.C.A.1963). And see, Julius Garfinckel & Co. v. Firemen's Ins. Co., 288 A.2d 662 (D.C.C.A.1972); Bob Wilson, Inc. v. Swann, 168 A.2d 198 (D.C.Mun.App.1961); Paterson v. Reeves, 113 U.S.App. D.C. 74, 304 F.2d 950 (1962); Cornell & Company v. Earber & Ross Company, 123 U.S.App.D.C. 378, 360 F.2d 512 (1966).

Lucas v. Auto City Parking Co., 62 A.2d 557 (D.C.Mun.App.1948), involved the theft of a car containing certain valuable articles, the loss of which was claimed. The car had been left in a parking lot. One phase of the case involved the contention of the proprietor of the lot, the defendant, that he was not responsible for the loss because of a limitation of liability printed on the claim check. The Court of Appeals stated:

This court has held that unless a customer knows of the terms of a limitation of liability on a ticket or claim check the limitation is not binding upon him⁵ but that when the custom-

⁵ Palace Laundry Dry Cleaning Co. v. Cole, D.C.Mun.App., 41 A.2d 231. See also Dietrich v. Peters, 28 Ohio App. 427, 162 N.E. 753; Langford v. Nevin, Tex.Civ.App., 293 S.W. 673.

er does have knowledge of such terms he is bound thereby.⁶ In the circum-

⁶ Manhattan Co. v. Goldberg, D.C.Mun.App., 38 A.2d 172.

stances of this case the question as to whether plaintiffs knew of the limitation was one of fact and the judge's

finding thereon must stand, for there was sufficient evidence to support it.

Id. at 560. The *Manhattan* case cited in footnote 6 of *Lucas* should be considered in light of the subsequent decision of the same court in *Palace Laundry Dry Cleaning Co. v. Cole*, 41 A.2d 231 (D.C. Mun.App.1945), also cited in *Lucas*. In *Palace Laundry* the court did not feel bound by its earlier decision in *Manhattan*, and held,

Here there was undisputed evidence that the customer was without actual knowledge of the company's alleged limitation. Defendant's theory is that she was charged with notice.

41 A.2d at 232.

As to that theory, that one cannot shut one's eyes to the obvious and claim want of notice, the court stated that notice is implied only where, "as in entering into a contract, accepting a receipt, or in like situations," the law imposes a duty to inquire. In circumstances no less helpful to our appellant than to the bailor there, the court held in *Palace Laundry* that knowledge could not be imputed to the claimant.

In *Parking Management Incorporated v. Jacobson*, 257 A.2d 479 (D.C.C.A.1969), the operator of the parking lot was held liable for damage to the plaintiff's car while in the operator's custody notwithstanding a notice of limited liability posted on the lot. The court stated:

We hold the trial court did not err in rejecting appellant's contention that it had successfully limited its liability to damage claimed before leaving the parking lot. Plaintiff testified that he was not aware of such a condition of liability when he left the car at the lot. Absent proof that he expressly or impliedly agreed to such limitation at the time of the bailment contract, the effort to limit liability was unilateral and of no effect as between appellant and Jacobson. See *Manning v. Lamb*, D.C.Mun.App., 89 A.2d 882, 824 . . . See also *Hallman v. Federal*

PICKER v. SEARCHER'S DETECTIVE AGENCY

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Cite as 515 F.2d 1316 (1975)

Parking Services, D.C.Mun.App., 134 A.2d 382, 386

Id. at 480.³

In *Hallman v. Federal Parking Services*, 134 A.2d 382 (D.C.Mun.App.1957), it is said:

[W]e are mindful that this court has many times ruled that the printed notice of limitation of liability on the claim check is not binding unless the terms are known to the bailor.⁷ The

⁷ *Manning v. Lamb*, D.C.Mun.App., 89 A.2d 882; *Lucas v. Auto City Parking Co.*, *supra* [62 A.2d 557]; *Palace Laundry Dry Cleaning Co. v. Cole*, D.C.Mun.App., 41 A.2d 231.

complete absence of testimony as to knowledge of the limitation and agreement to it makes any contention of limited liability untenable.

Id. at 386.

Manning v. Lamb, *supra* (D.C.Mun.App.1952), involved the loss of personalty in a parked car. With reference to the defense based on a provision limiting liability contained in the claim check and also on a large sign on the premises, the court stated:

With regard to defendants' contention that the plaintiff was bound to have known the limitation of liability as set forth on the claim check and the sign, this court has held that unless a customer knows of the terms of a limitation of liability on a claim check the limitation is not binding upon him. *Lucas v. Auto City Parking Co.*, D.C.Mun.App., 62 A.2d 557; *Palace Laundry Dry Cleaning Co. v. Cole*, D.C.Mun.App., 41 A.2d 231; see also *Dietrich v. Peters*, 28 Ohio App. 427, 162 N.E. 753, 755

89 A.2d at 884.

We conclude that as the law has developed in this jurisdiction the testimony as to the manner in which the checking of the two attache cases occurred at the security room, including the testimony of appellant that he did not read and did

not know of the limitation of liability written on that part of the tag retained by appellees, although signed by him, raised an issue for the jury on Count I of the complaint as to Searcher's, considered of course with the undisputed fact that the bailed articles taken in custody for appellant at the security room were not returned by the bailee when duly requested. In so concluding we have considered the cases presented by appellees, including *Garfinckel*, *supra*, and find they are not persuasive to the contrary in light of the factual differences which understandably led the courts in those cases to a different conclusion from that we reach in this case. *Garfinckel* involved the loss of furs stored by *Garfinckel* for the bailor. As the court said:

[t]here is no testimony in this case which could support a finding that [the bailor] was not effectively put on notice that the valuation she herself placed on her furs at storage established a ceiling on a potential liability of *Garfinckel*'s.

288 A.2d at 665. It is in this factual context that the court also stated:

It is well settled in this jurisdiction that a bailee for hire can limit his liability by contract

Id.

We decide the case respecting the liability of Searcher's without regard to the application of *Picker* of October, 1970, and its acceptance by ANA in March, 1971. We thus limit our consideration of Searcher's defense to the actual transaction of bailment when the attache cases were checked at the security room. Accordingly, language in the formal contract cases cited by Searcher's which bear upon a contractual release or limitation of liability are not the criteria for decision as to Searcher's. The question turns upon whether *Picker* knew or in the circumstances of the checking of the attache cases should be charged with knowledge that Searcher's would be required to pay only \$25.00 for each at-

3. See also, *Dumlao v. Atlantic Garage, Inc.*, 259 A.2d 360, 362 (D.C.C.A.1969).

tache case it failed to return when duly requested rather than its actual value. We think the evidence required the question to be submitted to the jury.⁴

III

The Liability of ANA for Simple Negligence

[5] Recognizing that if Picker was bound by the release of liability clause in the application form, or by the limitation clause of the tag used at the security room, gross negligence on appellees' part would not be excused, the District Court submitted the issue of such negligence to the jury. The result, as we have noted, was a verdict exonerating ANA and Searcher's of gross negligence.⁵ The question remains whether the court erred in entering a verdict for appellant against ANA for \$50.00, thus limiting to that amount Picker's recovery from ANA for simple negligence, instead of also submitting that issue to the jury.

ANA relies upon the application letter signed and submitted by Picker in October, 1970, and its acceptance by ANA in March following, the convention to be held in August. We have noted that in the fifth of its seven paragraphs, the application refers to the availability of a security room, and states that police and armed guards would be provided for the "bourse and exhibit areas, but users thereof are expected to insure themselves against any loss sustained," no reference here being made to loss by the security room. Then comes the clause relied upon by ANA, that the applicant releases ANA of liability "by reason of any loss . . . in connection with the bourse, security room, exhibit and/or convention."

4. Searcher's says that as the stipulated agent of ANA it was a "representative" of ANA and, therefore, under the terms of the central part of the security room tag its liability is limited to \$25.00 for each attache case lost. We think the claim against Searcher's must be decided by the jury consistently with the position we have explained in this Part II of the opinion. Such representative status as Searcher's might

In ANA's March acceptance of the application mention was again made of a security room but there was no reference to a release of liability, although, in contrast to this omission, the acceptance communication called special attention to ANA's regulations governing the convention. Moreover, actual arrangements at the security room itself also omitted reference to the terms of the application. As we have noted, the part of the security room tag retained in the files there provided that the liability of ANA and "all officers, board members and other representatives of each of them shall be limited to the aggregate sum of \$25.00" for loss of an article there.

We have held in Part II that the arrangement for, and the evidence with respect to the actual bailment at, the security room, did not obviate the need for submitting to the jury the issue of Searcher's liability for the true value of the two attache cases lost there. We noted in that connection that Picker testified he did not read or know of the provision printed on the portion of the tag retained by the bailees, although he had signed it.

With respect now to ANA, the use at the security room of the tag purporting to limit ANA's liability for loss to \$25.00 for each article, long after the October application had been accepted, with no reference in the interim to its total release of liability clause, gives rise to a confused and uncertain factual situation as to the total arrangements with ANA respecting a loss at its hands. The application form provides for complete release of liability; the security room arrangements set out a monetary limit, and the efficacy of that limit turns upon the evidence concerning the actual circumstances at the time of the bailment.

have as agent of ANA does not relieve it of responsibility for its own negligence in the operation of the security room unless Picker is found by the jury, under the standard we have stated to govern such finding, to have limited Searcher's liability to \$25.00 for each article lost.

5. See footnote 2, *supra*.

PICKER v. SEARCHER'S DETECTIVE AGENCY

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Cite as 515 F.2d 1318 (1975)

ANA does not rely on what occurred then, basing its defense for actual loss due to simple negligence solely upon the terms and acceptance of the application. Nevertheless, Picker's case against ANA does involve the actual bailment at the security room conducted by ANA and Searcher's. The two factual phases of the over-all relationship between ANA and Picker as well as the two documents must be considered. For reasons similar to those set forth in Part II respecting the case against Searcher's,⁶ it follows that an issue for the jury is involved in the case against ANA insofar as the circumstances of the actual bailment are concerned. When to these circumstances is added the evidence residing in the application itself, and its acceptance, considered with Picker's testimony,⁷ together with the history of the application from its signing in October to the time of the loss of the attache cases in August, the jury issue embraces an enlarged evidentiary setting. None of the contract cases relied upon by ANA requires withholding from the jury the issue thus raised.⁸ None involved a contract of bailment where, as here, property is actually given into the possession of another for safekeeping and is lost by the bailee.⁹ This is not to say that a jury issue is presented in all cases involving the effect of liability limitation clauses in bailment contracts. The trial court may properly remove such an issue from the jury and hold for the bailee as a matter of law when, despite the bailor's denial, his knowledge of the liability clause can clearly be imputed from the facts and the confounding issues of this case are not present. *Cf. Garfinckel, supra*.

The decisions of the courts to which we have referred give no clear guide to the terms in which the issue in this evidentiary situation should be submitted to the jury. Factual differences have led to variations in the details of standards used to decide particular cases. The courts have not infrequently tailored the rule which governed a decision in a particular case so as to justify acceptance of the conclusion reached by the fact-finder.

In this case we do not attach great weight to a factor sometimes deemed important, arising from inequality of bargaining power of the bailor compared with that of the bailee. That aside, there runs through the decisions, and studies of the subject, in varying degrees, an unwillingness to accept readily the position that a bailee has relieved himself of liability for loss of the bailor's property due to negligence. Public policy has played a part in this approach to the law. There is, however, a competing consideration. It is referred to in *Palace Laundry, supra*, as the argument that "one may not shut one's eyes to the obvious and claim want of notice," qualified by the court in *Palace Laundry* itself as applicable only where there is a duty to inquire. 41 A.2d at 232.

The difficulty often encountered in formulating an applicable rule is illustrated by the present case. It calls for applying to facts which do not supply an answer with certainty an amalgam of conflicting principles, each designed to aid toward a just result. The answer, however, is not clear enough to be given by the court as legally required. It should be given by the jury, and upon

6. See discussion of *Lucas, supra*; *Palace Laundry, supra*; *Hallman, supra*; *Manning, supra*, and *Parking Management Incorporated, supra*, 169 U.S.App.D.C. at pp. — — —, 515 F.2d at pp. 1319-1321.

7. Picker stated he did not recall reading or being aware of the provisions of the fifth paragraph, adding that he had attended a number of such conventions and had never known of a release of liability for loss such as was here contained in the application.

8. *Paterson v. Reeves, supra*; *Cornell & Company v. Barber & Ross Company, supra*; *Bob Wilson, Inc. v. Swann, supra*; *McNulty v. Medical Service of District of Columbia, Inc., supra*.

9. As pointed out earlier, during the convention employees of ANA were in attendance, along with Searcher's personnel, at the security room.

the basis of a factual situation enlarged as we have indicated beyond that involved in the case of Searcher's. This difference in the evidence to be considered by the jury leads us to a somewhat different formulation of the standard to govern the jury's deliberations. We think it should be stated as follows: to determine on the whole evidence whether it was or was not brought home to Picker with reasonable clarity that ANA was not to be accountable for the actual loss Picker might suffer through ANA's negligence in caring for the bailed attache cases.

Reversed and remanded for further proceedings not inconsistent with this opinion.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

App. 17

RICHARD PICKER

FILED ✓

Plaintiff

) NOV 10 1976
)

vs.

JAMES F. DAVEY, Clerk No. 2418-71

SEARCHER'S DETECTIVE AGENCY

Defendant

JUDGMENT ON THE VERDICT by direction of the Court
(For Plaintiff)

This cause having been tried by the Court and a Jury, before
the Honorable WILLIAM B. JONES Chief, Judge presiding, and the
issues having been duly tried and the Jury having duly rendered its verdict; /
now, therefore, pursuant to the verdict,

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff(s)

RICHARD PICKER

have and recover of and from the defendant(s) _____

SEARCHER'S DETECTIVE AGENCY

_____ the sum of
one hundred seven thousand, seven hundred thirty-four Dollars and one c
\$ 107,734.01, together with costs.

JAMES F. DAVEY, CLERK

By: M. J. [Signature]
Deputy Clerk

Dated: November 10, 1976

App. 18

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

RICHARD PICKER

Plaintiff

vs.

AMERICAN NUMISMATIC ASSOCIATION

Defendant

CIVIL NO. 2418-71

FILED ✓

NOV 10 1976

JUDGMENT ON THE VERDICT
(For Plaintiff)

JAMES F. DAVEY, Clerk

This cause having been tried by the Court and a Jury, before
the Honorable WILLIAM B. JONES, Chief Judge presiding, and the
issues having been duly tried and the Jury having duly rendered its verdict;
now, therefore, pursuant to the verdict,

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff(s)

Richard Picker

have and recover of and from the defendant(s) _____

American Numismatic Association

_____ the sum of

one hundred seven thousand, seven hundred thirty-four Dollars and one cent
\$ 107,734.01, together with costs.

JAMES F. DAVEY, CLERK

By: James F. Davey

Deputy Clerk

Dated: November 10, 1976

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

App. 19

FILED

NOV 26 1976

JAMES F. DAVEY
CLERK

RICHARD PICKER

Plaintiff,

v.

SEARCHER'S DETECTIVE AGENCY
OF MARYLAND, INC., et al.

Defendants.

Civil Action No. 2418-71

PLAINTIFF'S MEMORANDUM OF POINTS AND
AUTHORITIES IN OPPOSITION TO DEFENDANT
AMERICAN NUMISMATIC ASSOCIATION'S
MOTION FOR JUDGMENT N.O.V.

COMES NOW the Plaintiff, Richard Picker, by his attorneys,
Rogers & Wells, and opposes the motion of Defendant American Numismatic
Association (ANA) for judgment n. o. v. on the ground that the storage of
the Plaintiff's valuables in the security room at the 1971 ANA Convention
was a for hire bailment as evidenced by the following:

1. Defendant Searcher's Detective Agency of Maryland, Inc.
(Searcher's) performed security services in connection with the 1971 ANA
Convention for a fee amounting to at least \$6,661.13. (Plaintiff's Exhibit
17J3).
2. The use of the security room at the 1971 ANA Convention was
"restricted to official convention badge holders only." (Plaintiff's Exhibit
19 p. 9).
3. In return for payment of the \$250.00 "bourse table fee" paid
by each exhibitor at the 1971 ANA Convention, each exhibitor received,
among other things, an official convention badge which entitled him, among

other things, to use the security room. (Plaintiff's Exhibits 10, 13; Transcript p. 20).

4. Mr. Picker paid the \$250.00 "bourse table fee", received a registration badge, and was able to use the security room. (Transcript pp. 20, 77).

5. Non-exhibitors attending the 1971 ANA Convention, such as Mr. Picker's wife, also had to pay a fee for obtaining an official convention badge which, among other things, entitled them to use the security room. (Plaintiff's Exhibit 19 p. 9; Transcript p. 21).

6. Neither Mr. Sullivan nor Mr. Jackson, the only witnesses other than Mr. Picker who testified at the trial, have any knowledge as to whether persons attending the 1971 ANA Convention were required to pay a fee in order to obtain an official convention badge so that they could use the security room. (Transcript pp. 232, 234, 291). The only other testimony introduced at the trial was the reading into the record of certain portions of the testimony of Mr. Charles Norwood at the previous trial in this case, which testimony is silent as to this question.

7. A for hire bailment is one where a consideration is paid by the bailor to the bailee and the amount of such consideration is immaterial. Atmore Truckers Assn. v. Westchester Fire Ins. Co., 218 F.2d 461, 464 (5th Cir. 1955). Where a bailment is an incident to the performance of services for which the bailee receives compensation or to the conduct of a business from which the bailee derives profit, it is a bailment for hire. Falls Church Airpark Co. v. Mooney Aircraft, Inc., 254 F. 2d 920 (5th Cir. 1958); 8 C.J.S. 353.

The consideration received by Searcher's for this bailment was a portion of the compensation received by it from ANA. The consideration paid by Mr. Picker was a portion of the fee he paid to ANA. The fact that Mr. Picker did not pay Searcher's directly is immaterial, it was still a bailment for hire.

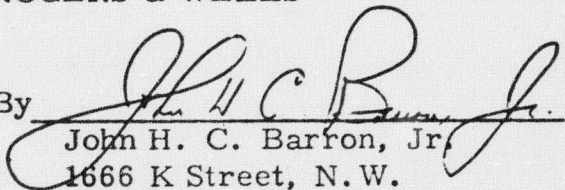
8. Further, it is implicit in the opinion of the Court of Appeals in remanding this case for further proceedings that the transaction in issue was a for hire bailment, since if there was no for hire bailment there would be no basis for requiring a trial on the issue of ANA's liability for simple negligence.

WHEREFORE, Plaintiff prays that Defendant ANA's Motion for Judgment N.O. V. be denied.

Respectfully submitted,

ROGERS & WELLS

By


John H. C. Barron, Jr.
1666 K Street, N.W.
Washington, D.C. 20006
(202)331-7760

Attorneys for Plaintiff

DATED: November 26, 1976

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

App. 22

RICHARD PICKER

Plaintiff,

v.

AMERICAN NUMISATIC ASSOCIATION,

Defendant.

C.A. No. 71-2418

✓
FILED

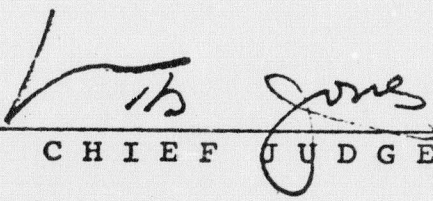
DEC 15 1976

O R D E R

JAMES F. DAVEY, CLERK

Upon consideration of Defendant's Motion for Judgment N.O.V. and the memoranda submitted in support thereof and opposition thereto, it is this 15th of December 1976, without a hearing pursuant to Local Rule 1-9(f),

ORDERED that defendant's motion be, and hereby is the same, denied.



C H I E F J U D G E

John H. C. Barron, Jr., Attorney for the Plaintiff

Samuel Intrater, Attorney for the Defendant

App. 23

NOTICE OF APPEAL. 73 (B)

United States District Court for the District of Columbia

RICHARD PICKER

Plaintiff.

vs.

AMERICAN NUMISMATIC ASSOCIATION

Defendant.

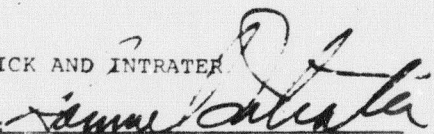
CIVIL No. 71-2418

NOTICE OF APPEAL

Notice is hereby given this 6th day of January, 1977, that
Defendant, American Numismatic Association

hereby appeals to the United States Court of Appeals for the District of Columbia from the
judgment of this Court entered on the 17th day of December, 1976
in favor of Plaintiff
against said Defendant

BRICK AND INTRATER

By: 

Attorney for Defendant

1025 Vermont Avenue, N. W.
Washington, D. C. 20005
347-6953

Attorney to be Notified:

John H. C. Barron, Jr., Esquire
1666 K Street, N. W.
Washington, D. C. 20006

MR. JACKSON. MAY WE APPROACH THE BENCH, YOUR HONOR?

THE COURT. APPROACH THE BENCH.

(THERE WAS A CONFERENCE AT THE BENCH WHICH WAS
REPORTED STENOGRAPHICALLY, BUT IS NOT TRANSCRIBED HEREIN.)

MR. JACKSON. SHALL I CALL MY FIRST WITNESS, YOUR HONOR?

THE COURT. PLEASE.

MR. JACKSON. RICHARD PICKER.

WHEREUPON,

RICHARD PICKER

WAS CALLED AS A WITNESS, AND, HAVING BEEN FIRST DULY SWORN, WAS
EXAMINED AND TESTIFIED AS FOLLOWS:

THE COURT. YOU MAY PROCEED.

MR. JACKSON. THANK YOU, YOUR HONOR.

DIRECT EXAMINATION

BY MR. JACKSON.

Q MR. PICKER, PLEASE STATE YOUR FULL NAME AND ADDRESS?

A RICHARD PICKER. I RESIDE AT 51 MEADOW LANE, ROSLYN
HEIGHTS, NEW YORK.

Q AND YOU ARE THE PLAINTIFF IN THIS CASE?

MR. INTRATER. JUST A MOMENT. I AM AWFULLY SORRY. MAY
WE APPROACH THE BENCH?

THE COURT. COME TO THE BENCH.

(AT THE BENCH)

MR. INTRATER. I AM SORRY, YOUR HONOR. I JUST SAW

A WELL, THE COINS WERE PACKED IN AN ATTACHE CASE JUST AS YOU SEE ON THE TABLE NOW, IN THAT SAME COLOR GREEN AND IN THAT EXACT, SAME SIZE, AND THE PAPER MONEY, AS WELL, ALL IN THAT CASE. AND THE REFERENCE MATERIAL WAS IN A VERY SIMILAR CASE TO THAT, EXCEPT THAT IT WAS TAN, AND IT WAS ABOUT ONE INCH NARROWER.

Q NOW, PRIOR TO COMING TO THE CONVENTION, DO YOU HAVE ANY RECOLLECTION OF HAVING PAID ANY MONEY TO THE AMERICAN NUMISMATIC ASSOCIATION IN CONNECTION WITH COMING?

A OH, YES, I PAID A FEE OF \$250.

Q AND DO YOU REMEMBER TO WHOM THE CHECK WAS MADE PAYABLE, SIR?

A THE AMERICAN NUMISMATIC ASSOCIATION 80TH ANNIVERSARY CONVENTION.

Q OKAY.

AND DO YOU REMEMBER THE FACILITIES THAT WERE MADE AVAILABLE TO YOU?

A YES, THEY GAVE US A BOOTH WITH A TABLE IN FRONT OF IT, WITH TWO CASES ON TOP, AND A TABLE BEHIND IT, SO THAT WE COULD DISPLAY OUR WARES, AND THINGS LIKE THAT.

WE ALSO WERE ABLE TO USE THE SECURITY ROOM, WHEN OUR COINS WERE NOT UNDER THE SECURITY OF THE BOURSE SPACE.

Q AND DID YOU --

A YOU RECEIVED A BANQUET TICKET.

Q AND A BADGE?

A AND A BADGE, YES, A REGISTRATION BADGE.

Q NOW, DID YOU GET ANYTHING FOR YOUR WIFE IN THAT CONNECTION, OR WAS THE \$250 ONLY FOR YOU?

A NO, THAT WAS JUST FOR ME. MY WIFE HAD TO PAY FOR HER OWN BADGE AND HER OWN TICKET TO THE LADIES' LUNCHEON AND WHATEVER ELSE.

Q I SEE. ALL RIGHT.

NOW, WHAT WAS THE USE TO WHICH THESE TABLES, ET CETERA, WERE INTENDED?

A WELL, FOR BUYING AND SELLING COINS. I WAS DISPLAYING MY WARES THERE. PEOPLE WOULD LOOK AT THEM. IF THEY WANTED TO BUY, THEY BOUGHT. IF THEY HAD SOMETHING SIMILAR THAT THEY WANTED TO OFFER TO ME FOR SALE, I WOULD PURCHASE THEM.

Q ALL RIGHT.

NOW, WHERE ACTUALLY WAS THE BUYING-AND-SELLING AREA?

A RIGHT IN THAT SPACE THERE, THAT CIRCULAR AREA YOU SEE THERE WITH ALL THE TABLES LINED UP.

Q CALLED THE BOURSE SPACE?

A CALLED THE BOURSE SPACE, YES.

Q ALL RIGHT.

MR. JACKSON. YOUR HONOR, I WOULD LIKE TO OFFER AS THE PLAINTIFF'S FIRST EXHIBIT THE PARTICULAR DIAGRAM WHICH IS UP ON THE BLACKBOARD.

THE COURT. ANY OBJECTION?

MR. INTRATER. NO, YOUR HONOR.

THE COURT. PLAINTIFF'S 1 IS IN EVIDENCE.

THE COURT. SURELY. MR. JOHNSON WILL DO IT.

MR. JACKSON. LET ME SHOW IT TO THE WITNESS FIRST, AND THEN YOU CAN SHOW IT TO THE JURY.

BY MR. JACKSON.

Q NOW, MR. PICKER, I WANT YOU TO LOOK AT THIS FOR JUST A MINUTE, BECAUSE THEN I WANT TO PASS IT TO THE JURY, ALL RIGHT?

A YES, SIR.

Q OKAY.

(PLAINTIFF'S EXHIBIT NO. 2 WAS PUBLISHED TO THE JURY AT THIS TIME.)

BY MR. JACKSON.

Q NOW, MR. PICKER, WOULD YOU TELL US, WHEN YOU WERE HANDED THE PARTICULAR FORM OF CHECK THAT YOU HAVE DESCRIBED A FEW MINUTES AGO, WAS IT HANDED TO YOU AS PLAINTIFF'S EXHIBIT NO. 2 IS, THAT IS, ONE BIG, LONG PIECE, WITHOUT IT HAVING BEEN TORN APART?

A YES.

Q OKAY.

NOW, WHEN YOU WERE HANDED THE CHECKS, WERE YOU HANDED TWO OF THEM?

A YES, SIR.

Q OKAY.

AND WERE YOU GIVEN ANY INSTRUCTIONS -- THIS IS TERRIBLY IMPORTANT, NOW -- WERE YOU GIVEN ANY INSTRUCTIONS AS TO WHAT TO DO WITH -- WHAT YOU SHOULD DO WITH THAT CHECK, IF ANYTHING?

A YES. I WAS TOLD TO SIGN THE CENTER PORTION AND THE

END PORTION OF EACH CHECK.

Q ANYTHING ELSE?

A NO.

Q OKAY.

DID ANYONE ASK YOU TO READ THE CENTER PORTION BEFORE YOU SIGNED IT?

A NO.

Q DID ANYONE TELL YOU WHAT THE CENTER PORTION -- THAT THE CENTER PORTION AMOUNTED TO A LIMITATION OF LIABILITY TO THE EXTENT OF \$25?

A NO.

Q DURING THE TIME THAT YOU WERE MOVING ALONG THE LINE, MR. PICKER -- YOU SAID YOU WERE ON LINE FOR 10 OR 15 MINUTES, AS PEOPLE CHECKED IN THEIR BAGS -- DID YOU HEAR ANYBODY BEHIND THE COUNTER SAY TO ANYONE IN FRONT OF YOU: READ THE CENTER PORTION?

A NO.

Q DID YOU HEAR ANYBODY SAY: THE CENTER PORTION AMOUNTS TO A LIMITATION OF LIABILITY TO THE EXTENT OF \$25?

A CERTAINLY NOT.

Q DID YOU HEAR ANYBODY SAY ANYTHING EXCEPT: SIGN THE CENTER PORTION, AND SIGN THE END PIECE?

A NO, THAT IS ALL, THE ONLY INSTRUCTIONS THAT WERE GIVEN.

Q OKAY.

NOW, THIS PARTICULAR PLAINTIFF'S EXHIBIT NO. 2 CONTAINS, DOES IT NOT -- LET ME SHOW YOU BEFORE I SHOW IT TO THE JURY AGAIN --

CONTAINS IN THE CENTER PORTION A BLANK SPACE FOR A DATE, A BLANK SPACE IN THE CENTER FOR A NAME UNDER "AMERICAN NUMISMATIC ASSOCIATION," A BLANK SPACE FOR YOUR SIGNATURE, AND A BLANK SPACE FOR THE ANA NUMBER. DO YOU SEE THAT?

A YES.

Q ALL RIGHT.

NOW, DID ANYONE ASK YOU TO DATE AND FILL IN THE BLANK SPACE NEXT TO THE DATE IN THE CENTER PORTION OF THE EXHIBIT?

A NO.

Q DID ANYONE ASK YOU TO FILL IN A NAME BELOW THE "AMERICAN NUMISMATIC ASSOCIATION" NAME IN THE BLANK SPACE?

A NO.

Q DID ANYONE ASK YOU TO PUT YOUR ANA NUMBER ON THIS?

A NO.

Q ALL RIGHT, SIR.

NOW, THERE CAME A TIME, DID THERE NOT, WHEN THIS EXHIBIT NO. 2 WAS PERFORATED, THAT IS, TORN APART?

A YES.

Q DID THERE NOT?

A YES.

Q WHAT HAPPENED TO THE DIFFERENT PIECES?

A WELL, THE END PIECE, THE FIRST PIECE WITH A HOLE IN IT, WAS TAPED ON TO MY BAGS.

Q THAT IS THE PIECE THAT HAS THE HOLE IN THE TOP?

A THAT IS RIGHT.

Q ALL RIGHT.

A IT WAS TAPED ON WITH MASKING TAPE.

Q A RIGHT.

AND WHAT HAPPENED TO THE BOTTOM PIECE?

A THE BOTTOM PIECE WAS GIVEN TO ME AS MY RECEIPT.

Q OKAY.

AND THE CENTER PORTION WAS ALSO KEPT, WAS IT NOT?

A YES, SIR.

Q BY THE AMERICAN NUMISMATIC ASSOCIATION?

A YES, THEY KEPT THAT.

Q ALL RIGHT.

NOW, YOU, THEN, WENT AWAY WITH THIS SMALL PIECE, IS THAT CORRECT; THE BOTTOM PIECE, WHICH SAYS "SECURITY ROOM REDEMPTION CHECK"?

A THAT IS CORRECT.

Q THAT IS THE PIECE THAT YOU TOOK WITH YOU?

A YES, SIR.

Q NOW, AT ANY TIME PRIOR TO THE TIME THAT YOU CHECKED IN YOUR BAGS, HAD YOU EVER SEEN THE LANGUAGE CONTAINED IN THE CENTER?

A NO.

Q OKAY.

AT ANY TIME AFTER YOU CHECKED IN YOUR BAGS AND DEPARTED FROM THE COUNTER, DID ANYONE SHOW YOU AGAIN THE LANGUAGE CONTAINED IN THE CENTER?

A NO.

Q WAS THERE ANY LANGUAGE LIKE THAT IN THE CENTER CONTAINED ON THE PIECE GIVEN TO YOU?

A OH, NO. NO.

MR. JACKSON. CAN I APPROACH THE BENCH A MINUTE, IF YOUR HONOR PLEASE?

THE COURT. SURELY.

(AT THE BENCH)

MR. JACKSON. YOUR HONOR, TO AVOID A TROUBLED AREA, YOU MAY REMEMBER LAST TIME I ASKED THE WITNESS WHETHER THERE WAS ANY SIGN WHICH INDICATED THAT THE SIGNING OF THE CENTER CHECK AMOUNTED TO A RELEASE OF LIABILITY, AND YOUR HONOR TOLD ME YOU DID NOT THINK THAT WAS A PROPER QUESTION, HAVING TO DO APPARENTLY WITH WHAT YOUR HONOR'S IMPRESSION OF THE NEW YORK LAW WAS.

NOW, I WOULD LIKE TO ASK HIM THAT QUESTION, BUT I DON'T WANT TO ASK HIM IF YOU ARE GOING TO OBJECT. IT SEEMS TO ME THAT I OUGHT TO BE ABLE TO ASK THAT QUESTION.

THE COURT. DO YOU HAVE ANY OBJECTION?

MR. INTRATER. NO, I DON'T HAVE ANY OBJECTION.

THE COURT. ALL RIGHT. GO AHEAD.

MR. JACKSON. THANK YOU.

MR. INTRATER. YOUR HONOR, I THINK THERE SHOULD COME A TIME WHEN HE STOPS BEATING THIS DEAD HORSE OVER AND OVER AGAIN, SAYING THAT HE NEVER HAD ANY KNOWLEDGE OF, AND NOBODY EVER TOLD HIM ABOUT, ANY RELEASE OF LIABILITY.

THE COURT. WELL, I AM SURE YOU HAVE JUDGE FAHEY'S
OPINION IN MIND JUST AS MUCH AS I HAVE.

MR. INTRATER. YES, YOUR HONOR.

THE COURT. ALL RIGHT.

(OPEN COURT)

BY MR. JACKSON.

Q NOW, AS YOU APPROACHED THE SECURITY ROOM, AND WHILE YOU
WERE STANDING IN THE SECURITY ROOM, AND ON THE WAY OUT OF THE
SECURITY ROOM, AT ANY OF THOSE TIMES AND PLACES, WAS THERE ANY
SIGN ANY PLACE INDICATING TO YOU THAT CHECKING AN ITEM IN THE
SECURITY ROOM AMOUNTED TO A LIMITATION OF LIABILITY AGAINST THE
ANA?

A NO, I NEVER SAW SUCH A SIGN.

Q ALL RIGHT, SIR.

NOW, WHAT DID YOU DO AFTER YOU LEFT THE SECURITY ROOM?

A YOU MEAN AFTER MY BAGS WERE CHECKED IN?

Q YES, SIR.

A YES. I WENT UP TO MY ROOM TO CHANGE MY CLOTHES. I
WASHED UP, AND WE WENT TO THE BANQUET.

Q OKAY.

WHEN WAS THE NEXT TIME THAT YOU RETURNED TO THE SECURITY ROOM,
MR. PICKER?

A WELL, THE NEXT MORNING, I THINK BETWEEN 12:00 AND 1:00
O'CLOCK.

Q AND WHAT DID YOU DO?

Q AND DID PLAINTIFF'S EXHIBIT 15 CALL FOR THE TRANSMISSION OF ANY MONEYS?

A YES. IT SAYS:

"MAIL THIS COMPLETED FORM, TOGETHER WITH YOUR PAYMENT IN FULL IN THE AMOUNT OF \$250."

Q OKAY.

A IT SAYS: ". . . WHICH MUST BE RECEIVED BY THE HEAD-QUARTERS BY MARCH 23RD."

Q OKAY, SIR.

AND TO WHOM WAS THE CHECK MADE PAYABLE?

A IT WAS MADE PAYABLE TO THE ANA 80TH CONVENTION.

Q OKAY, SIR.

NOW, THEN, DID YOU DO ALL THAT?

A YES, I DID.

Q ALL RIGHT, SIR.

NOW, SIR, PLAINTIFF'S EXHIBIT 10 I WOULD LIKE YOU TO KEEP BEFORE YOU JUST A MINUTE. NOW, LET ME ASK YOU A COUPLE OF QUESTIONS ABOUT THAT.

DID YOU RECEIVE IN CONNECTION WITH RECEIVING PLAINTIFF'S EXHIBIT 10, THAT IS, THE FORM OF APPLICATION IN OCTOBER, 1970, DID YOU RECEIVE A LETTER OF TRANSMITTAL ENCLOSING THAT?

A YES, THERE WAS A LETTER WITH IT.

Q ALL RIGHT, SIR.

DO YOU HAVE ANY RECOLLECTION AS TO WHETHER THAT LETTER OF TRANSMITTAL WARNED YOU THAT SIGNING THE APPLICATION FOR BOURSE

SPACE WAS TANTAMOUNT TO A RELEASE OF LIABILITY AGAINST ANA?

A NO, THERE WAS NO SUCH ANNOUNCEMENT THERE.

Q ALL RIGHT, SIR.

DO YOU REMEMBER WHETHER, WHEN YOU RECEIVED THE LETTER OF TRANSMITTAL AND YOU RECEIVED THE APPLICATION FORM, THERE WAS A DUPLICATE APPLICATION FORM FOR YOU TO RETAIN FOR YOUR FILES?

A NO, THERE WAS NOT.

Q DO YOU REMEMBER WHETHER THE LETTER OF TRANSMITTAL INSTRUCTED YOU TO MAKE A DUPLICATE FOR YOUR FILES?

A NO, IT DID NOT.

Q EXCEPT FOR THE APPLICATION FORM WHICH YOU SIGNED AND SENT BACK, WAS THERE ANY DOCUMENTATION SENT TO YOU FOR YOUR FILES WHICH INDICATED THAT, IN FACT, YOU HAD SIGNED A RELEASE OF LIABILITY?

A NO, THERE WAS NONE.

Q ALL RIGHT, SIR.

NOW, YOU FILED THAT APPLICATION IN OCTOBER, 1970. DID YOU RECEIVE COMMUNICATIONS FROM THE ANA BETWEEN OCTOBER, 1970, AND THE TIME YOU WENT TO THE CONVENTION?

A JUST IN MARCH WHEN THEY NOTIFIED ME THAT I WAS ACCEPTED, SIR.

Q ALL RIGHT.

AND THEN YOU HAD TO SEND THE ACCEPTANCE BACK WITH YOUR CHECK?

A THAT IS CORRECT.

Q NOW, AT ANY TIME, INCLUDING WITH THE DOCUMENTS TRANSMITTED TO YOU IN MARCH OF 1971, WAS THERE ANY WARNING TO YOU, ANY REMINDER

TO YOU, THAT IN OCTOBER OF THE PREVIOUS YEAR YOU HAD SIGNED A
PIECE OF PAPER WHICH WAS EQUIVALENT TO A RELEASE OF LIABILITY?

A NO, THERE WAS NONE.

Q ALL RIGHT, SIR.

NOW, IN CONNECTION WITH THE COMMUNICATIONS TO YOU FROM THE
ANA IN MARCH OF 1971 -- I BELIEVE THEY ARE AT YOUR RIGHT HAND,
MR. PICKER --

A YES, SIR.

Q (CONTINUING) -- ALL OF WHICH RELATED TO THE CONVENTION
IN AUGUST OF 1971, IS THERE ANY REFERENCE TO THE SECURITY ROOM,
AND THE USE THEREOF?

MR. INTRATER. IF YOUR HONOR PLEASE, I OBJECT. THESE
DOCUMENTS ALL SPEAK FOR THEMSELVES.

THE COURT. I SUSTAIN THE OBJECTION.

BY MR. JACKSON.

Q ALL RIGHT.

WOULD YOU READ TO THE JURY THOSE PORTIONS OF THE DOCUMENTS
SENT TO YOU IN MARCH OF 1971 TO WHICH THERE IS ANY REFERENCE TO
THE WORDS "SECURITY ROOM"?

MR. INTRATER. IF YOUR HONOR PLEASE, I OBJECT. ONCE
AGAIN, HE IS TRYING TO DO INDIRECTLY WHAT YOUR HONOR HAS JUST
RULED HE CANNOT DO DIRECTLY.

THE COURT. LADIES AND GENTLEMEN OF THE JURY, YOU WILL
HAVE THIS DOCUMENT IN THE JURY ROOM WITH YOU, PLAINTIFF'S 10,
I BELIEVE, AND YOU WILL BE ABLE TO SEE IT FOR YOURSELVES. I

THIS IS --

THE COURT. I SUSTAIN THE OBJECTION. LADIES AND GENTLEMEN. YOU ARE FULLY COMPETENT TO READ THAT AND DECIDE YOURSELVES WHAT IS IN IT. THAT IS THE BEST EVIDENCE.

BY MR. JACKSON.

Q MR. PICKER, WHEN YOU CHECKED INTO THE CONVENTION AND BEFORE YOU COMMENCED TO UTILIZE THE BOURSE SPACE, DID ANYBODY -- DID ANY REPRESENTATIVE OF THE ANA TELL YOU THAT TEN MONTHS AGO YOU HAD SIGNED A DOCUMENT TANTAMOUNT TO A RELEASE OF LIABILITY?

A NO, SIR.

Q NOW, LOOKING AT THE EXHIBITS THAT WERE SIGNED BY YOU IN OCTOBER OF 1970, CAN YOU TELL THE JURY WHETHER, WHEN YOU SIGNED PLAINTIFF'S EXHIBIT 10, THE DOCUMENT WHICH HAS BEEN DESCRIBED AS CONTAINING THIS RELEASE-OF-LIABILITY CLAUSE, YOU READ THAT PORTION OF THE DOCUMENT WHICH RELATES TO THE QUESTION OF THE RELEASE OF LIABILITY?

A NO, I DID NOT READ ANY OF THAT. I DID NOT READ ANY OF THE APPLICATION. I JUST SIGNED MY NAME WHERE I WAS SUPPOSED TO AND FILLED OUT THE BLANK LINES.

Q AND WHAT DO THE BLANK LINES RELATE TO? WHAT QUESTIONS DO THEY ASK YOU?

A JUST THE DATE, THE PLACE OF DATING, MY ADDRESS, AND I SIGNED MY NAME.

Q ALL RIGHT, SIR.

AND THE SIGNATURE WAS CONTAINED IN THE LOWER, RIGHT-HAND

(PLAINTIFF'S EXHIBIT NO. 15

RECEIVED IN EVIDENCE.)

BY MR. JACKSON.

Q MR. PICKER, YOU HAVE INDICATED HAVING BEEN A PROFESSIONAL NUMISMATIST SINCE APPROXIMATELY 1954. NOW, HAD YOU ATTENDED ANA CONVENTIONS BEFORE 1971?

A OH, YES.

Q AND HOW MANY DID YOU ATTEND, AS BEST AS YOU CAN RECALL, SIR?

A WELL, THEY HAVE ONE EACH YEAR, AND I ATTENDED EVERY ONE FROM 1955, BEGINNING WITH 1955, RIGHT UP THROUGH 1971, WITH ONE EXCEPTION ONLY, WHICH WAS 1959.

Q OKAY.

AND IN CONNECTION WITH GOING TO EACH OF THESE CONVENTIONS, HAVE YOU MADE APPLICATION FOR BOURSE SPACE?

A OH, YES. EVERY TIME YOU HAVE TO MAKE AN APPLICATION.

Q OKAY.

AND DO YOU HAVE ANY RECOLLECTION, IN CONNECTION WITH HAVING MADE AN APPLICATION FOR BOURSE SPACE, OF EVER HAVING SIGNED A PIECE OF PAPER WHICH WAS EQUIVALENT TO A RELEASE OF LIABILITY?

A NO, SIR.

Q AT ANY OF THESE CONVENTIONS DID ANYONE EVER TELL YOU THAT IF YOU PUT YOUR STUFF IN THE SECURITY ROOM AND IT WAS LOST THROUGH THE NEGLIGENCE OF ANA, YOU WOULD NOT BE ABLE TO RECOVER?

A NO ONE EVER TOLD ME THAT, SIR.

Q THAT IS OVER ALL OF THIS PERIOD FROM 1955 ON?

A THAT IS CORRECT.

MR. JACKSON. MAY I JUST HAVE A MINUTE, YOUR HONOR?

THE COURT. SURELY.

MR. JACKSON. I HAVE NO FURTHER QUESTIONS AT THIS TIME,
YOUR HONOR.

THE COURT. YOU MAY CROSS-EXAMINE.

MR. INTRATER. THANK YOU, YOUR HONOR.

CROSS-EXAMINATION

BY MR. INTRATER.

Q MR. PICKER, ONE OF THE LAST THINGS YOU TESTIFIED TO WAS
THAT IN ALL THE YEARS THAT YOU APPLIED TO THE AMA CONVENTION AND
FILLED OUT APPLICATIONS, YOU NEVER SAW IN THE APPLICATION A
RELEASE OF LIABILITY.

ARE YOU SAYING THAT THOSE APPLICATIONS DID NOT HAVE A RELEASE
OF LIABILITY, OR ARE YOU SAYING THAT YOU DID NOT READ THE APPLICA-
TIONS?

A I AM SAYING I DID NOT READ IT.

Q IN ALL THE YEARS FROM 1955 ON, YOU NEVER READ THE
APPLICATIONS, IS THAT CORRECT?

A THAT IS CORRECT.

Q ALL RIGHT.

A THERE IS NO REASON TO READ THEM.

Q MR. PICKER --

THE COURT. HE DID NOT ASK YOU THAT. DISREGARD THAT

ANSWER: YES, THEY WERE.

QUESTION: BY WHOM?

ANSWER: WHOEVER TOOK THEM. I FRANKLY DON'T RECALL WHO IT WAS THAT TOOK THEM. AS I SAY, THERE WERE SEVERAL PEOPLE BEHIND THE COUNTER."

DO YOU REMEMBER THOSE QUESTIONS AND ANSWERS?

A YES, I DO.

Q THEN, THE NEXT QUESTION:

"IN WHAT FASHION WERE THEY AFFIXED TO THE BAGS?

ANSWER: WITH A PIECE OF TAPE.

"QUESTION: WHAT HAPPENED TO THE BAGS AFTER?

ANSWER: THEY WERE TAKEN TO THE BACK ROOM.

"QUESTION: BY WHOM?

ANSWER: WHOEVER DID THE CARRYING THERE. I DON'T KNOW WHO. WHOEVER CHECKED THEM IN, I GUESS, IS THE ONE WHO TOOK THEM BACK."

DO YOU REMEMBER THOSE QUESTIONS AND ANSWERS?

A YES, SIR.

THE COURT. WHAT WAS THAT LAST PAGE, 95?

MR. INTRATER. IT WAS 94, YOUR HONOR.

THE COURT. THANK YOU.

MR. INTRATER. WOULD YOUR HONOR TELL ME WHAT TIME --

THE COURT. WELL, IT IS PAST THE TIME FOR OUR LUNCHEON

RECESS.

MR. JACKSON. YOUR HONOR, MAY I APPROACH THE BENCH

REGARDING THE ADJOURNMENT?

conventions you attended was.

Isn't that correct?

A That is correct, yes.

Q Were you able to tell from their clothing or from their equipment the difference between persons who were employees of the detective agency and persons who were members of the Security Committee of the ANA?

A Yes. The guards wore uniforms, carried sidearms, and the committee members were just in civilian clothes. They wore a badge.

Q They would have a badge to identify them?

A Just like me.

Q All the members of the detective agency that you could observe were in uniform, had guns or walkie-talkies, and various other equipment.

Isn't that correct?

A Yes.

Q Now you have testified that your recollection, now that it's been refreshed, is that you deposited your bags in the Security Room twice, once the night you arrived and once the night before you left.

On either of those occasions, did you pay anything for the right to deposit your bags in the Security Room?

A No, I did not.

Q And, in fact, nobody paid anything when they deposited

their bags?

Is that correct?

A To the best of my knowledge, nobody else paid.

Q You testified that on one, at least one occasion you have testified in court one occasion was when Yale University sustained a robbery of coins that they owned?

Is that correct?

A That is correct.

Q How many years after that theft did you testify?

Do you remember?

A Oh, I don't even remember the date of my testimony nor the date of the robbery. That's a matter of record.

Q It was quite a time after the robbery? Isn't that correct?

A Yes.

Q As a matter of fact, the person on trial was somebody found in possession of the coins?

Isn't that correct?

A That is correct.

Q They never found the person who stole them, as far as you knew at the time?

A As far as I know, he was found in possession.

Q The police, the FBI, nobody has found the man who stole your coins?

Is that correct?

(Witness excused.)

THE COURT: Do you have another witness?

MR. JACKSON: Yes, Your Honor. Mr. John L. Sullivan.

Shall I get him?

THE COURT: We'll call him.

Whereupon,

JOHN L. SULLIVAN, JR.

called as a witness by the plaintiff, having been duly sworn,
was examined and testified as follows:

DIRECT EXAMINATION

BY MR. JACKSON:

Q Will you state your full name and address for
the record, please, Mr. Sullivan?

A Yes. John L. Sullivan, Jr.; 8112 Kerrick Lane,
Springfield, Virginia.

Q Mr. Sullivan, in August of 1971, were you a member
of the American Numismatic Association?

A That is correct, sir.

Q When did you become a member?

A I don't know right offhand, sir.

Q Was it within a year or so before that convention?

A It could very possibly be.

Q All right, sir. Now, was the convention of August
1971 held here in Washington, D. C. the first convention of
the ANA that you ever attended?

proposals from Searcher's to the ANA for doing the security.

It's a proposal for a contract to do the security is what it is.

Q As a matter of fact, looking at the last page, that's a proposal that was, in fact, accepted by the ANA, was it not?

A According to this, it was, sir.

THE COURT: What date?

BY MR. JACKSON:

Q What's the date?

A 11th day of May, '71, Your Honor.

MR. JACKSON: Your Honor, I offer 17.

MR. INTRATER: No objection.

THE COURT: Plaintiff's 17 is in evidence.

(Plaintiff's Exhibit No. 17 was received in evidence.)

BY MR. JACKSON:

Q Now, sir, have you ever heard of an individual by the name of Herb Price?

A Yes, I have, sir.

Q Who was Mr. Price?

A I know Mr. Price personally. You mean in relation --

Q Who was he in connection with the ANA Convention of August 1971?

A He was the -- What's the name of it?

Q How about General Chairman?

Do you see that in the center?

A Yes, sir.

Q Did you issue any instructions for the completion of that center portion, Mr. Sullivan?

A I didn't specifically issue any instructions. I believe they were to be completed in its entirety.

Q How were the people checking in their bags to be aware of the fact that the card was to be completed in its entirety?

A I imagine the security people would have to have them complete it and wouldn't accept their bag until it was completed, sir.

Q When you say you imagine, is that the result of your observation having been in the Security Room or is that the result of your direction to them?

A The tags were submitted to the security agency and they were requested or instructed to fill them out in their entirety when they took the bags. They were briefed on how to use the tags. That is correct.

Q Sir, by whom were they briefed?

A They were briefed by Mr. Singleton; myself.

Q When you say by Mr. Singleton and yourself, may I presume from that that you were the one who told the security agency to have that card filled out in the center?

A I don't recollect. It's been a long time. It could

have either been myself or Mr. Singleton. Nevertheless, one of us would have indicated to them that the tag -- how to use the tag, how to fill it out and how to file it.

Q But you don't -- As I understand it, you don't have any specific recollection of having directed that that tag be filled out?

A Not specifically. I might have.

Q Where were you located physically during the convention?

A Myself?

Q Yes, sir. Were you all over?

A All over.

Q Were there different, shall I say, sensitive points at different times during the convention?

A Correct, sir.

Q And where was the most sensitive area during the convention, let's say, during the day?

A When you say sensitive --

Q Where was the point where your attention was required the most?

A That was throughout, all day, every day.

Q Would it be throughout all day in the bourse?

A No, sir. It would be varied, depending on what was going on at any given time.

Q What was going on primarily during the daylight

So it doesn't mean that Mr. Sullivan is through testifying. He will come back after Mr. Jackson completes his testimony.

Get Mr. Jackson, please.

Whereupon,

JAMES FRANKLIN JACKSON, III

called as a witness by the plaintiff, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. JACKSON:

Q Would you state your name and present address for the record, please, Mr. Jackson?

A James Franklin Jackson, III. My address is Oakdale --

THE COURT: Keep your voice up, please. What was that again?

THE WITNESS: My name is James Franklin Jackson, III. My address is Oakdale, Woodbine, Maryland, 21797.

BY MR. JACKSON:

Q You and I are not related at all, are we, Mr. Jackson?

A No, sir.

Q Mr. Jackson, in August of 1971, did you have any connection with an organization called Searcher's Detective Agency?

A Yes, sir.

Q What was that connection?

A I was president, sir.

meeting with Singleton and Sullivan, you met with a group from ANA itself?

A Yes, sir. I think there could have been maybe one or two meetings, maybe more than that. I know Mr. Burke, who was with the company, handled them more than I did.

Q Mr. Burke was the Searcher's representative primarily meeting with the ANA people?

A Both of us met and it seems to me he had subsequent meetings with those people before they went back.

Q Ultimately was a contract signed pursuant to which Searcher's was engaged?

A Yes, sir.

Q Let me show you what has been received in evidence as Plaintiff's Exhibit 17 and ask you if you recognize the signature on the last page.

A Yes, sir.

Q Who is the signatory?

A For Searcher's Detective Agency it was Doyle Burke, that I just referred to, witnessed by Caroline Mattingly and Herb Price for the ANA and Mr. Price was present. That refreshes my memory. He was present for that meeting, also. I don't know who witnessed his signature.

Q Is it your best recollection now that Mr. Wilde and Mr. Price were both present at these meetings or Mr. Price instead of Mr. Wilde was present on behalf of ANA?

counter receiving the bags to the people in front of the counter who were delivering their bags for check-in?

A I the people behind -- Were the people behind the counter giving instructions to the people in front of the counter, as far as the bags were concerned?

Q You just indicated to us -- You were saying, sign here, keep this, do that.

A Right.

Q I am trying to say those instructions were given by people behind the counter to the people delivering their bags for deposit in the Security Room?

A Yes, sir.

Q Fine. Now, you have described for us all that which was said by the people behind the counter to the people delivering their bags and I call your attention to the center portion of the Security Room check.

And if you look at that portion, sir, you will notice that it has four blanks. For example, in the upper right-hand corner there is a blank for the date. In the center there is a blank for something to be written in below the name American Numismatic Association.

On the right there is a place for a signature and on the left there is a place for an ANA number.

Thus far, you have told us that your instructions were to sign here and to sign here. Sign here -- the first place being

the tag that went with the bag and sign here -- the second place being the larger portion that went into the file.

Did you give any instructions as to how to fill in the blanks on the center portion?

A No, sir.

Q O.K. Now, sir, you have indicated to His Honor and the jury that there was a portion of Saturday, after the close of the bourse area at 5 o'clock, when you were not present at the Security Room?

A Yes, sir.

Q Do you recall having undertaken any special security work which took you away from the convention site after 5:00 p.m. on Saturday, August 14th?

A I don't think after 5:00 p.m. I know that earlier in the afternoon it had. It could have gone over 5:00 p.m., but I don't think so.

Q What was it that you did that took you away from the security area, maybe before 5:00 p.m. which might have carried over past 5:00 p.m.?

A We had armed escorts to the various airports for the people that were leaving. I think it was all airports. I don't remember anything else. We would transport the people to the airports. I had been present on a couple of those.

Q When you say present, in fact, you actually went with one or more dealers, one or more times to the airport, did you

REDIRECT EXAMINATION

BY MR. JACKSON:

Q Mr. Jackson, in response to Mr. Intrater's question, you indicated that no charge was made for checking bags into the Security Room.

Is that correct?

A Yes, sir.

Q By that, do you mean that nobody paid any money over the counter?

A Yes, sir.

Q You don't know whether there was any cost which included checking at the Security Room, do you?

A No, sir.

Q You don't know whether in order to wear a badge to use the Security Room you had to pay a fee, do you?

A I do know that.

Q Go ahead.

A Well, a dealer -- Of course, the public would have been different. A dealer or a distributor that was a member of ANA was sent a brochure or a package --

Q A badge?

A A package, not a badge, no, saying they were having a convention and you could register for the convention and you can sign these papers or whatever they do with it.

Q All I am asking you is I am trying to find out about

the fees paid to anybody.

A There was a fee. I don't remember what it was. But there was a fee that man paid ANA to accept him as an exhibitor or dealer or whatever he'd been accepted as.

Q Those dealers had the right to check into the Security Room?

A Yes, sir.

Q And do you know whether the people who were ANA members who were not dealers, wanted to come and register for the convention and use the Security Room whether or not they had to pay a fee as well?

A No, sir; they didn't.

Q You are sure of that?

A Positive.

Q And if I told you that in order for an ANA member to register and use the Security Room he had to pay \$350, would you say that is wrong?

A I have no knowledge of it.

Q You don't know one way or the other or you don't know?

A I know the dealers would pay a sum to ANA for being there. If any portion of that was for security, I have no knowledge of it.

Q I am not talking about people who paid the basic fee, the bourse fee of \$250. I am talking about ANA registered members who were not dealers.

You appreciate that the ANA was a very large organization and there were only 144 dealers shown there?

A Sir, they would have people that were not members who could have used the room.

Now -- You've got to clarify for me in a way. I am thinking of a particular individual, but I know he was not a dealer, he was not there as a dealer, not there as an exhibitor, but yet he checked things into the room.

If they had badges, they could check things into the room.

Do you know whether or not people who checked bags into the room were ANA members?

I am not talking about registered dealers. I am talking about ANA members.

A I think they would have been members.

Q And do you know if whether or not an ANA registered member had to pay a fee to get a badge which would have enabled him, among others, to use the Security Room?

A No, sir; I do not.

Q You don't know one way or the other?

A I don't know one way or the other.

Q O.K. Sir, in response to Mr. Intrater's question concerning your opinion of the security, I believe you said -- correct me if I am wrong -- as far as you are concerned, the 1971 security was the best you'd ever seen?

A Yes, sir. I said as far as the people and the --

WITHIN THE SECURITY ROOM, AND UPON THEIR RETURN NO CHECK WAS MADE TO DETERMINE WHETHER ANY ITEM IN THE SECURITY ROOM IMMEDIATELY BEFORE LEAVING WAS MISSING.

THE COURT. ALL RIGHT. IS THAT WHAT YOU HAVE STIPULATED TO, MR. INTRATER?

MR. INTRATER. YES, YOUR HONOR.

THE COURT. VERY WELL. THAT IS THE BALANCE OF MR. JACKSON'S TESTIMONY.

MR. JACKSON. YES, YOUR HONOR.

THE COURT. ALL RIGHT. MAY WE HAVE MR. SULLIVAN RESUME, PLEASE.

WHEREUPON,

JOHN L. SULLIVAN, JR.,

RESUMED THE STAND, AND, HAVING BEEN PREVIOUSLY DULY SWORN, WAS EXAMINED AND TESTIFIED FURTHER, AS FOLLOWS:

THE COURT. YOU MAY PROCEED.

MR. JACKSON. THANK YOU, YOUR HONOR.

DIRECT EXAMINATION -- (CONTINUED)

BY MR. JACKSON.

Q MR. SULLIVAN, I UNDERSTAND THAT SINCE WE WERE LAST TOGETHER LAST FRIDAY, YOU HAVE HAD AN OPPORTUNITY TO REFLECT ON THE QUESTION OF WHETHER OR NOT YOU HAD THE OPPORTUNITY TO UTILIZE THE SERVICES OF SEARCHERS DETECTIVE AGENCY BEFORE THE AUGUST, 1971 CONVENTION?

A THAT IS CORRECT.

BLANKS SHOWN IN THE MIDDLE OF THIS CHECK, THAT IS, THE FILE ROOM PORTION, FILE CARD PORTION, OF PLAINTIFF'S EXHIBIT 2. I GUESS IT IS CALLED -- THE TECHNICAL TERM IS -- THE SECURITY ROOM FILE CHECK.

A YES, SIR.

Q AND YOU TOLD US, I BELIEVE, THAT IT WAS YOUR BELIEF THAT THEY ALL HAD TO BE FILLED IN. NOW, IS THAT STILL YOUR BEST RECOLLECTION?

A TO THE BEST OF MY RECOLLECTION, THAT IS CORRECT, SIR.

Q OKAY.

A YES, SIR.

Q NOW, WHAT IS THE SOURCE OF THAT RECOLLECTION, IF YOU CAN TELL US? IS THAT THE RESULT OF WHAT SOMEONE TOLD YOU? DO YOU THINK SOMEONE TOLD YOU THAT?

A NO, IT IS MY MEMORY.

Q ALL RIGHT, SIR.

A NO, JUST REMEMBERING THE WAY WE DID IT.

Q OKAY.

A WHEN YOU SAY "THE WAY WE DID IT," DO YOU MEAN THAT YOU HAVE A RECOLLECTION, WHEN ARTICLES WERE CHECKED IN, OF SEEING THAT THESE SPACES WERE FILLED IN? IS THAT WHAT YOU MEAN BY THAT, MR. SULLIVAN?

A CORRECT, SIR.

Q OKAY.

AND THEN THAT MEANS, I GUESS, THAT YOU WERE PRESENT AT SOME

TIME WHEN THOSE SPACES WERE FILLED IN?

A ON OCCASION, SIR.

Q OKAY.

NOW, I WOULD LIKE YOU TO TAKE A LOOK AT THESE SPACES, AND THERE IS, OF COURSE, A DATE IN THE UPPER RIGHT-HAND CORNER, IS THERE NOT, OR A PLACE FOR A DATE?

A THERE IS A PLACE FOR THE LATTER HALF OF THE DATE IN THE CENTER OF THE CHECK, SIR.

Q IN THE CENTER OF THE CHECK.

A YES, SIR.

Q ALL RIGHT. IT SAYS -- WHAT DOES IT SAY, NINETEEN-BLANK OR --

A NINETEEN-BLANK, SIR.

Q AND IS IT YOUR BEST RECOLLECTION THAT, WHEN AN INDIVIDUAL CAME UP, HE HAD TO PUT A DATE IN THERE?

A NOT NECESSARILY. WE WERE NOT TOO --

Q OKAY.

A (CONTINUING) -- TOO WORRIED ABOUT THE DATE. THE NUMBER OF THE TICKET WOULD CORRESPOND TO THE DATE, MORE OR LESS.

Q YOU DO NOT MEAN THE NUMBER OF THE TICKET WOULD CORRESPOND TO THE DATE, DO YOU?

A YES.

IF ANY ONE OF THEM HAD BEEN DATED, THE NUMBER OF THE TICKET WOULD HAVE GONE IN, IN NUMERICAL ORDER.

Q WHAT YOU ARE SAYING IS THAT, WITHOUT REGARD TO DATE, YOU

WOULD BE ABLE TO FIND THE CHECK, BECAUSE IT HAD A NUMBER ON IT, ISN'T THAT CORRECT?

A THAT IS CORRECT. BUT IF IT WAS IN NUMERICAL ORDER, IF THE NUMBER WAS IN NUMERICAL ORDER, IT WOULD HAVE BEEN THAT YEAR.

Q WELL, ARE YOU SAYING THAT YOU DID NOT CARE WHETHER THE DATE WAS FILLED IN OR NOT?

A I DID NOT CARE WHETHER THE DATE WAS FILLED IN.

Q OKAY. SO YOU DID NOT CARE ABOUT THE DATE. LET'S GO ON TO THE NEXT BLANK.

NOW, IN THE CENTER THERE IS A BIG SPACE BENEATH THE NAME, AMERICAN NUMISMATIC ASSOCIATION, RIGHT?

A CORRECT, SIR.

Q NOW, WAS THE SPACE BENEATH THAT TO BE FILLED IN?

A I DON'T RECALL ON THAT, SIR.

Q WELL, IF YOU DO NOT RECALL, AND, YET, YOU HAVE TOLD HIS HONOR AND THE JURY THAT YOUR BELIEF IS, YOUR BEST RECOLLECTION IS, THAT THE CARD WAS SUPPOSED TO BE FILLED IN, WHAT WAS TO GO IN THAT SPACE?

A THE MAIN THING I WAS CONCERNED ABOUT WAS THE SIGNATURE ON ALL THREE SECTIONS OF THE CARD.

Q ALL RIGHT.

A THAT WAS THE MAIN THING.

Q SO, THEN, IS IT FAIR TO SAY THAT WHEN YOU TALK ABOUT THE CARD BEING FILLED IN, THE ONLY THING YOU WERE CONCERNED ABOUT WAS THAT THE TICKET THAT WAS TO GO ON THE BAG WOULD BE SIGNED, AND

THE TICKET THAT WAS MAINTAINED IN THE FILE WOULD BE SIGNED?

A NOW THAT I THINK ABOUT IT, THE NAME OF THE INDIVIDUAL,
I BELIEVE --

Q WELL, JUST ANSWER MY QUESTION, IF YOU CAN, MR. SULLIVAN,
AND --

A THAT IS WHAT I AM TRYING TO DO, SIR.

Q WELL, DO YOU WANT ME TO RESTATE THE QUESTION?

A PLEASE DO.

Q MY QUESTION IS:

WHEN YOU TALK ABOUT THE NECESSITY OF COMPLETING THE BLANKS,
IS WHAT YOU ARE TALKING ABOUT INSURING THAT THE SIGNATURE PORTIONS
ON AT LEAST TWO OF THOSE PIECES WERE COMPLETED IN CONNECTION WITH
THE CHECK-IN?

A THAT IS BASICALLY CORRECT.

Q ALL RIGHT, SIR.

A HOWEVER, A LOT OF THE SIGNATURES WERE NOT LEGIBLE, AND
THEY HAD TO BE PRINTED IN THE SPACE WE REFERRED TO EARLIER IN THE
CENTER OF THE CARD.

Q IN OTHER WORDS, IT IS YOUR BEST RECOLLECTION THAT THE
CENTER OF THE CARD WAS USED TO PRINT THE NAME OF ILLEGIBLE SIGNA-
TURES?

A BASICALLY, YES.

Q OKAY.

WELL, I MEAN DOES -- DID YOU GIVE ANYBODY THAT KIND OF AN
INSTRUCTION?

A I DIDN'T.

Q OKAY, SIR.

A MAYBE MR. SINGLETON DID, OR MAYBE I DID. I DON'T RECALL.
IT HAS BEEN SIX YEARS. I DO NOT RECALL.

Q YOU KNOW, IF YOU -- LET ME READ IT TO YOU.

A ALL RIGHT, SIR.

Q IF YOU PUT THAT INDIVIDUAL'S NAME IN THERE, IT SAYS:
"IN CONSIDERATION FOR PERMITTING ME TO USE WITHOUT CHARGE
THE SECURITY ROOM AT THE 19-BLANK ANA CONVENTION, I HEREBY AGREE
THAT THE LIABILITY OF AMERICAN NUMISMATIC ASSOCIATION" -- AND
THEN YOU WOULD PUT IN THERE -- "AND JOHN BROWN AND ALL OFFICERS,"
ET CETERA, ET CETERA, AND THEN YOU WOULD HAVE JOHN BROWN WHO WOULD
HAVE SIGNED HIS NAME ILLEGIBLY; IS THAT WHAT YOU MEANT?

A THAT IS BASICALLY WHAT I MEANT.

Q OKAY, SIR. THANK YOU.

NOW, SIR, DURING THE COURSE OF YOUR CONVERSATION WITH ANY
OF THE EXECUTIVES AT THE ANA, DID YOU HAVE ANY DISCUSSION WITH
THEM ABOUT FILLING IN THE CENTER PORTION?

A I DON'T RECALL.

Q OKAY.

NOW, THE CENTER PORTION OF THAT CHECK HAS BEEN CHARACTERIZED
AS RELATING TO LIMITED LIABILITY. NOW, IF YOU LOOK AT THAT, YOU
WILL SEE THAT LANGUAGE DOES TALK ABOUT LIMITING RECOVERY TO \$25.
DO YOU SEE THAT?

A YES, I DO, SIR.

BY MR. JACKSON.

Q WHAT I WOULD LIKE TO REFER TO, MR. SULLIVAN, IS THE FACT THAT, NOT ONLY WERE YOU DEPOSED IN THIS CASE, BUT YOU TESTIFIED IN THE EARLIER TRIAL IN THIS MATTER, DID YOU NOT?

A THAT IS CORRECT, SIR.

Q AND THAT TRIAL, INsofar AS YOUR TESTIMONY IS CONCERNED, TOOK PLACE ON MARCH 28, 1974. DO YOU REMEMBER THAT?

A YES.

Q IT WAS SOME TIME AGO. I REPRESENT TO YOU THAT IT WAS MARCH 28, 1974.

A THANK YOU.

Q AND LET ME, IN AN EFFORT TO REFRESH YOUR RECOLLECTION, RECITE TO YOU SOME OF YOUR TESTIMONY GIVEN THEM. LET ME READ TO YOU FROM PAGE 33.

"QUESTION: DID YOU HAVE ANY DISCUSSION ABOUT HAVING PEOPLE CHECKING IN PARCELS COMPLETE THE PARTICULAR SPACES ON THEIR CHECKS?"

YOUR ANSWER: "NO, SIR, NOT WITH REGARD TO THAT SECTION OF THE TICKET.

"QUESTION: BUT YOU DID HAVE DISCUSSIONS ABOUT MAKING SURE EVERYBODY SIGNED THE BOTTOM?

"ANSWER: THAT IS RIGHT."

THE NEXT QUESTION IS: "DID YOU HAVE ANY DISCUSSION ABOUT WHAT HAS BEEN CHARACTERIZED AS THE LIMITED LIABILITY ASPECT OF THIS MIDDLE PORTION OF THE TICKET?"

AND YOUR ANSWER: "NO, SIR. I DID NOT GET INVOLVED IN THAT

IN ANY WAY, SHAPE, OR FORM."

NOW, DOES THAT NOT NOW REFRESH YOUR RECOLLECTION THAT YOU, IN FACT, DID NOT HAVE ANY DISCUSSION WITH ANYBODY ABOUT EITHER HAVING THE BLANKS FILLED IN OR ABOUT THE LIMITED LIABILITY ASPECT OF THE MIDDLE PORTION OF THE CHECK?

MR. INTRATER. YOUR HONOR, THAT IS PERFECTLY CONSISTENT WITH WHAT HE TESTIFIED. HE JUST TESTIFIED THAT HE DID NOT RECALL HAVING ANY SUCH DISCUSSIONS.

THE COURT. WELL, HE CAN ANSWER. GO AHEAD.

THE WITNESS. THANK YOU.

I BELIEVE I JUST DID TESTIFY, AS INDICATED BY MR. INTRATER, THAT IT MIGHT HAVE BEEN. I THINK THAT WAS MY TESTIMONY.

BY MR. JACKSON.

Q NOW, SIR, YOUR TESTIMONY WAS --

A JUST NOW.

Q YOUR TESTIMONY WAS THAT IT MIGHT HAVE BEEN.

A YES, SIR.

Q IN SEPTEMBER OF 1974 YOU SAID AFFIRMATIVELY:

"I DID NOT GET INVOLVED".

A OKAY.

Q "IN ANY CONVERSATION."

A THIS IS TWO YEARS LATER, AND I POSSIBLY DID NOT GET INVOLVED. I AM SAYING THAT IT MIGHT HAVE BEEN BROUGHT IN.

Q IS THERE ANYTHING THAT HAS HAPPENED SINCE 1974 WHICH WOULD CAUSE YOU TO CHANGE YOUR TESTIMONY SINCE THAT DATE, MR.

SULLIVAN?

A NOTHING WHATSOEVER, SIR, EXCEPT FOR THE TIME ELEMENT INVOLVED.

Q YOU HAVE NOT LEARNED ANYTHING NEW IN CONNECTION WITH THOSE QUESTIONS THAT I HAVE ASKED YOU?

A NO, I HAVE NOT BEEN LOOKING TO LEARN ANYTHING NEW ABOUT IT.

Q ALL RIGHT, SIR.

SO THE ANSWER IS THAT YOU HAVE NOT LEARNED ANYTHING NEW SINCE YOU TESTIFIED AS TO THOSE PARTICULAR ASPECTS THAT I INQUIRED OF, THEN?

A I WOULD AGREE WITH MY PREVIOUS STATEMENT.

Q THAT WHAT?

A THAT I DID NOT HAVE ANY CONVERSATION.

Q OKAY, SIR. FINE. THANK YOU.

A YES, SIR.

Q NOW, SIR, DID YOU UTILIZE THE SECURITY ROOM, YOURSELF, WHEN YOU WERE AT THE CONVENTION?

A NO, SIR, NOT TO MY KNOWLEDGE. I DID NOT.

Q OKAY.

I THINK YOU DID, AND I THINK YOU MAY HAVE FORGOTTEN.

A MY PARTNER MAY HAVE. I DID NOT, MYSELF, I DON'T THINK, SIR.

Q NO, I THINK YOU DID.

A OKAY, IF YOU SAY SO.

Q OKAY. I AM NOT SAYING WHETHER IT WAS VALUABLE OR NOT VALUABLE.

A OKAY. FINE.

Q YOU UTILIZED THE SERVICES AND YOU KNEW WHAT IT WAS LIKE TO GO TO THE FRONT AND GET A TICKET.

A ALL RIGHT.

Q THE ANSWER IS "YES," ISN'T IT?

A YES.

Q NOW, ISN'T IT TRUE, THINKING BACK NOW, MR. SULLIVAN, THAT YOU DID NOT READ THE CENTER PORTION OF THE TICKET WHEN YOU CHECKED YOUR PARCEL IN?

A NO, I ALREADY KNEW WHAT IT SAID.

Q I DID NOT ASK YOU THAT. DID YOU READ THE CENTER PORTION OF THE TICKET WHEN YOU CHECKED IN YOUR PARCEL?

A NO.

Q ALL RIGHT.

AND ISN'T IT ALSO TRUE, EVEN THOUGH YOU KNEW WHAT IT SAID, SO YOU SAY, THAT YOU DID NOT FILL IN THE BLANKS ON THAT CARD, MR. SULLIVAN?

A TRUE.

Q OKAY.

NOW, YOU SAY THAT YOU KNEW THAT THAT PARTICULAR PORTION CONTAINED OR CONSTITUTED A LIMITED LIABILITY ASPECT?

A RIGHT.

Q OKAY.

BY MR. JACKSON.

Q DID YOU TAKE INTO ACCOUNT THE FACT THAT SOME PEOPLE MIGHT BE CHECKING IN WHO HAD NEVER SEEN THAT FORM OF CHECK BEFORE?

A NO, SIR.

Q ALL RIGHT.

A I DID NOT.

Q OKAY.

DID YOU HAVE ANY WARNING DEVICE TO TAKE INTO ACCOUNT THE POSSIBILITY THAT SOMEBODY MIGHT NOT HAVE READ THAT CHECK BEFORE, WHEN THEY CHECKED IN?

A NO, SIR.

Q YOU DID NOT HAVE ANY SIGN UP, A SIGN SAYING: "LIMITED LIABILITY IF YOU CHECK IN"?

A NEGATIVE.

Q NEGATIVE, RIGHT?

A NEGATIVE.

Q "NEGATIVE" MEANING "NO"?

A RIGHT. I AM SORRY.

Q OKAY. I WANT TO MAKE SURE WE ARE ALL ON THE CB RADIO TOGETHER.

A RIGHT. I AM SORRY.

Q I BELIEVE YOU TESTIFIED THAT WHEN YOU WERE WALKING THROUGH THE BOURSE AREA, YOU WERE CARRYING A METROPOLITAN POLICE SPECIAL OFFICER BADGE?

A THAT IS CORRECT, SIR.

A ANY RELEASE OF LIABILITY CLAUSE.

Q OKAY.

A I AM SORRY.

MR. JACKSON. I HAVE NO FURTHER QUESTIONS AT THIS TIME,
YOUR HONOR.

THE COURT. MR. INTRATER.

CROSS-EXAMINATION

BY MR. INTRATER.

Q MR. SULLIVAN, ARE YOU AN EMPLOYEE IN ANY WAY OF THE ANA?

A NO, SIR, I AM NOT.

Q WERE YOU EVER AN EMPLOYEE OF THE ANA?

A NO, SIR.

Q WHEN YOU WERE ACTING AS THE SECURITY CHAIRMAN, WERE YOU
PAID IN ANY WAY FOR YOUR SERVICES?

A NO, SIR.

Q WERE YOU JUST A MEMBER OF THE ANA, JUST LIKE MR. PICKER,
OR ANY OF THE OTHER PEOPLE WHO WERE MEMBERS?

A THAT IS CORRECT, SIR.

Q NOW, HOW DID YOU HAPPEN TO GET INVOLVED AS SECURITY
CHAIRMAN? DID YOU HAVE ANY PREVIOUS EXPERIENCE WITH SECURITY
OR POLICE WORK, OR ANYTHING LIKE THAT?

A THAT IS CORRECT, SIR.

Q WOULD YOU DESCRIBE WHAT THAT WAS?

A I BELIEVE THE INVITATION FROM THE ANA STEMMED FROM THE
METROPOLITAN WASHINGTON NUMISMATIC SOCIETY. I COULD STAND TO BE

COMMITTEE, YOU, YOURSELF, AND YOUR PARTNER, HAD A BOURSE TABLE, IS THAT CORRECT?

A THAT IS CORRECT, SIR.

Q SO DID YOU RECEIVE AN APPLICATION FROM THE ANA FOR A BOURSE TABLE?

A I REQUESTED ONE AND RECEIVED ONE.

Q AND DID YOU READ --

A YES, SIR.

Q (CONTINUING) -- THAT APPLICATION BEFORE SIGNING IT?

A ABSOLUTELY.

Q DID YOU READ THE PROVISION IN THE APPLICATION THAT STATED THAT ANYBODY WHO APPLIES FOR A TABLE WAS RELEASING THE ANA FROM ANY LIABILITY IN THE EVENT OF ANY LOSS?

A I FILLED OUT SO MANY APPLICATIONS; IF IT WAS IN THERE, I READ IT.

Q BUT YOU READ THE APPLICATION BEFORE YOU SIGNED IT?

A YES, SIR.

Q AT ANY TIME THAT YOU WERE THERE, DID YOU SEE ANY MONEY PAID, OR WAS ANY MONEY PAID BY ANYBODY, FOR THE USE OF THE SECURITY ROOM?

A NO.

Q SO A PERSON COULD USE THAT ROOM ONE TIME OR 100 TIMES. IT WOULD NOT COST THEM ANY MORE OR ANY LESS?

A THAT IS CORRECT.

MR. INTRATER. I HAVE NOTHING FURTHER, YOUR HONOR OF

THE WITNESS.

THE COURT. MR. JACKSON.

MR. JACKSON. JUST A SECOND, PLEASE, YOUR HONOR.

THE COURT. YES, SIR.

REDIRECT EXAMINATION

BY MR. JACKSON.

Q YOU SAY YOU FILLED OUT SOME OF THESE APPLICATIONS FOR DIFFERENT CONVENTIONS, AND IF THE RELEASE OF LIABILITY CLAUSE WAS IN THERE, YOU READ IT?

A THAT IS CORRECT.

Q THAT SOUNDS TO ME AS IF YOU DO NOT REMEMBER SPECIFICALLY, AS YOU SIT HERE NOW, HAVING READ THE APPLICATION?

THE COURT. MR. JACKSON --

THE WITNESS. TO THE ANA CONVENTION?

THE COURT. WAIT A MINUTE.

THE WITNESS. EXCUSE ME, SIR.

THE COURT. MR. JACKSON, DO NOT ARGUE WITH THE WITNESS. ASK HIM A QUESTION.

MR. JACKSON. ALL RIGHT. I WILL WITHDRAW THAT.

BY MR. JACKSON.

Q DO YOU, OR DO YOU NOT, SPECIFICALLY REMEMBER READING THE RELEASE OF LIABILITY IN THAT APPLICATION?

A THAT SPECIFIC YEAR, THAT PARTICULAR CLAUSE, NO, I DON'T REMEMBER IT WORD FOR WORD.

Q I DID NOT ASK YOU THAT, IF YOU REMEMBER IT WORD FOR WORD.

I JUST ASKED YOU, SIR, IF YOU REMEMBER HAVING READ THE RELEASE OF LIABILITY CLAUSE, AS YOU SIT HERE TODAY IN FRONT OF THE JURY, MR. SULLIVAN?

A ON THAT PARTICULAR CONTRACT?

Q YES, SIR.

A NO, I DO NOT.

Q THANK YOU.

NOW, SIR, YOU HAVE TOLD HIS HONOR AND THE JURY THAT THIS SECURITY WAS THE BEST THAT YOU HAD EVER SEEN. FROM YOUR ANSWER I CAN'T TELL WHETHER THAT IS FORWARD OR BACKWARDS, BUT I GUESS IT IS THE BEST YOU HAVE EVER SEEN, INCLUDING ALL THAT TOOK PLACE BEFORE 1971 AND ALL THAT TOOK PLACE AFTER 1971.

A THE BEST I HAVE SEEN, BEFORE OR AFTER, THAT IS CORRECT, SIR.

Q OKAY.

NOW, DO YOU HAVE ANY RECOLLECTION OF HAVING MADE ANY RECOMMENDATION TO MODIFY IN SOME WAY THE CHECK-IN/CHECKOUT PROCEDURE UTILIZED AT THE 1971 CONVENTION? WHEN I SAY "MAKE A RECOMMENDATION," I MEAN --

A YES.

Q (CONTINUING) -- I MEAN MAKE A RECOMMENDATION TO ANA.

A YES, I DID, SIR.

Q WHAT RECOMMENDATION DID YOU MAKE?

A I SUGGESTED THAT THEY USE CAMERAS IN THE FUTURE, AND ENLARGE THE CHECK NUMBERS FOR BETTER IDENTIFICATION OF THE NUMBER

Q DID YOU HAVE ANY KNOWLEDGE THAT THE CAMERAS WERE UTILIZED AT THE SECURITY ROOM CHECK-IN BY TAKING A PICTURE OF THE PERSON CHECKING IN HIS MERCHANDISE WITH PICTURES OF THE STUBS AND THE NUMBERS?

A NOT UNTIL JUST RECENTLY, SOMEONE MENTIONED IT IN THE COURSE OF CONVERSATION.

Q AND EXCEPT FOR THAT FACT, YOU DID NOT KNOW, BUT THAT WAS THE TECHNIQUE BEING UTILIZED?

A YES, SIR.

Q THE FIRST TIME YOU HEARD ABOUT IT WAS AFTER THE FACT?

A YES, THAT IS CORRECT.

Q OKAY.

NOW, ON THE SUBJECT OF CHECKING AND PAYING AND ALL THAT, DO YOU KNOW WHETHER, IF ANYONE WANTED TO USE THE SECURITY ROOM, THEY HAD TO PAY A FEE TO BUY A BADGE?

A PAY A FEE?

Q YES.

A WHERE? WHERE ARE YOU TALKING ABOUT?

Q I AM TALKING ABOUT -- LET ME LOOK AT THAT PROGRAM WITH YOU A SECOND.

A AT THE 1971 CONVENTION?

Q YES, SIR.

A TO BUY A BADGE?

Q YES, SIR.

A I DON'T KNOW ANYTHING ABOUT THAT.

PLAINTIFF'S EXHIBIT NO. 2

Security Room Package Check

SIGNATURE

No 722998

SECURITY ROOM FILE CHECK

In consideration for permitting me to use without charge the Security Room at the 19..... ANA Convention, I hereby agree that the liability of American Numismatic Association,

and all officers, board members and other representatives of each of them shall be limited to the aggregate sum of \$25.00 for loss, theft, damage and/or destruction (through negligence or otherwise) of all property held for me in said Security Room; provided, however, that the foregoing provision shall not limit the liability of any individual who may be personally guilty of theft, willful damage or destruction of my property.

SIGNATURE

ANA NUMBER.....

No 722998

Security Room Redemption Check

SIGN IN PRESENCE OF GUARD ON DUTY
MEMBER HOLD THIS CHECK

No 722998

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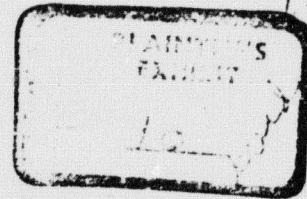
RICHARD PICKER

Name

#1
17421

ANA #

C. A 2418-11
OFFICIAL BOURSE APPLICATION
ANA 1971 Convention



Gentlemen:

Application is hereby made by me for one bourse table for the ANA Convention to be held at the Washington-Hilton Hotel, Washington, D.C., August 10-14, 1971.

In submitting this application, I understand that there will be many more applications received than there will be tables available and that all applications submitted prior to January 15, 1971 will be processed in accordance with the rules and grading as adopted by the ANA for determination in the selection of dealers to participate. The undersigned agrees to be bound by such final determination.

As a part of this application, the undersigned submits the enclosed questionnaire and the answers thereto, also signed, and hereby certifies that such answers are true, knowing that the ANA will rely thereon for its grading and subsequent allocation of bourse spaces.

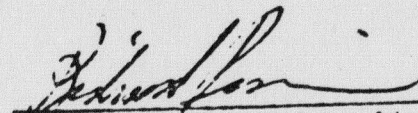
The \$250.00 bourse table fee includes the use of one eight-foot table, two standard exhibit cases with locks, dealers sign, one registration with official medal name badge and one banquet ticket. It is also agreed that \$20.00 of this bourse table fee will be held as a deposit on the two keys for cases, which sum (\$20.00) will be refunded to me upon return of said keys to the local bourse chairman. It is also agreed that the table cannot be re-sold, rented, loaned, leased or shared by any other individual during the convention without the written consent of the ANA Bourse Committee Chairman.

Bourse space will be available at 9:00 a.m., August 10, 1971 and must be vacated by the time announced in the official program. A security room will be available for all officially registered ANA members during the convention period. Police protection and armed guards will be provided for the bourse and exhibit areas, but users thereof are expected to insure themselves against any loss sustained. The undersigned specifically releases the ANA, its officers, members and/or committees, either in their official, individual or personal capacities by reason of any loss, damage or injury whatsoever sustained, either directly or indirectly in connection with the bourse, security room, exhibit and/or convention.

The undersigned, in applying for this bourse space hereby agrees to abide by all rules and regulations of the ANA, the host club, the committees and the convention hotel.

Receipt of this application will be acknowledged, thus insuring that the Board of Governors will review your request.

Dated at: ALBERTSON, NEW YORK 11507


(Signature of Applicant)

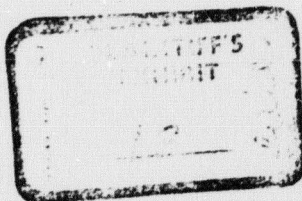
This Twentieth day of October 19 1970 Address P.O. Box 123, Albertson, N.Y. 115

App. 71

#5

AMERICAN NUMISMATIC ASSOCIATION

Chartered by Congress



CIA2418-71

March 4, 1971

Dear Sir:

We are pleased to advise that you are among the successful applicants for bourse space at the ANA 1971 Convention in Washington, D.C., August 10-14, 1971.

It is now necessary that you send your check for \$250.00 in full to cover the fee for one bourse table.

MAKE YOUR CHECK TO AND MAIL TOGETHER WITH THE ENCLOSED QUESTIONNAIRE TO:

ANA 80th CONVENTION
P.O. Box 2366
Colorado Springs, Colorado 80901

YOUR CHECK AND QUESTIONNAIRE SIGNED MUST BE RECEIVED NO LATER THAN MARCH 23, 1971

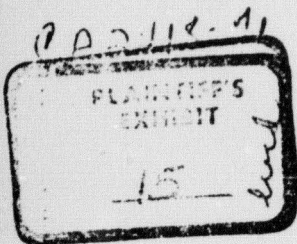
May we remind you of these very important regulations:

1. If the total due \$250.00 is not received at above address by March 23, 1971 your application will be considered withdrawn and the table involved will be reassigned to another applicant without further notice to you.
2. The bourse table assigned you may NOT be resold, rented, loaned, leased or shared by another dealer, individual or company without the written consent of the ANA Bourse Chairman. This rule will be strictly enforced.
3. Any dealer who operates in direct competition with the ANA Bourse, such practice will be considered prejudicial to the best interests of the Association.
4. YOU ARE A PAID, PRE-REGISTERED DEALER UPON PAYMENT OF YOUR BOURSE FEE. All assistants, as listed on the enclosed questionnaire must register separately about June 1. Please do this by writing to: Designate number needed.

Mr. James A. Payne
P.O. 406
Arlington, Virginia 22210

5. Dealers will be admitted to the bourse area at 8:00 A.M., Tuesday, August 10, 1971 to prepare their tables. No dealer or assistant will be permitted in the bourse area unless he is pre-registered and wears the official medal badge with ribbon attached. These badges will be in your registration kit at the advance registration table on Monday, August 9, 1971.
6. The SECURITY ROOM will be available from 12:00 Noon, Sunday, August 8 to Monday, 12:00 Noon, August 16, 1971.

BE SURE TO COMPLETE AND SIGN THE ENCLOSED QUESTIONNAIRE AND INCLUDE WITH YOUR CHECK IN FULL. Deadline for receipt is March 23, 1971



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#6

FORM FOR ACCEPTED APPLICANTS

Date received at ANA headquarters _____

AMERICAN NUMISMATIC ASSOCIATION

This questionnaire in DUPLICATE to accompany accepted applicant's payment in full.

ANA BOURSE COMMITTEE
P.O. Box 2366
Colorado Springs, Colo. 80901

Name RICHARD PICKER ANA No. 17421
Address P.O. Box 123 City & State Alburtson, N.Y. Zip Code 11507

List below all persons whom you wish to assist behind your table. These aides must wear a dealer's badge-ribbon which will be issued by committee AFTER these persons are officially registered or pre-registered. Violation of this regulation will subject your table to being closed without refund of bourse fee. NOTE: These persons must register or pre-register for the \$3.50 fee and must wear the official medal badge with ribbon attached.

Name Mrs. Anne Picker (wife) ANA No. -----
Name _____ ANA No. _____
Name _____ ANA No. _____

Your name and address as you wish it printed on dealer's sign (two line limit, please).

RICHARD PICKER

NEW YORK

Your name and address as you wish it printed on name badge (two line limit, please).

RICHARD PICKER

NEW YORK

Richard Picker 3/5/71
(Signature of applicant) Date

MAIL THIS COMPLETED FORM SIGNED TOGETHER
WITH YOUR PAYMENT IN FULL IN AMOUNT OF
\$250.00 WHICH MUST BE RECEIVED AT ANA
HEADQUARTERS BY MARCH 23, 1971

MAKE CHECK PAYABLE TO: ANA 80th Convention
Mail to: ANA Bourse Committee
P.O. Box 2366
Colorado Springs, Colorado 80901

Picker Dep - CS. No. 6 file
4/24/72 HZ



PROPOSAL

SEARCHERS, Inc.
6th St & 1

23 Jan 73
Pages 2
7/1/73

THIS PROPOSAL dated this 21st day of April, 1971, by SEARCHERS DETECTIVE AGENCY, INC., hereinafter referred to as SEARCHERS, to AMERICAN NUMISMATIC ASSOCIATION, hereinafter referred to as A.N.A. for furnishing uniformed security guard service is submitted on the following terms:

1. SEARCHERS, a detective agency licensed and bonded by the District of Columbia, will furnish to A.N.A. a uniformed security guard service commencing 12:00 o'clock noon, Friday, August 6, 1971 and closing 12:00 o'clock noon, Monday, August 16, 1971.
2. SEARCHERS will provide all necessary security guards and protective equipment for the A.N.A. Convention to be held at the Washington Hilton Hotel commencing 12:00 o'clock noon, Friday, August 6, 1971 and closing 12:00 o'clock noon, Monday, August 16, 1971. Service shall be as described in the Station Assignment Sheets which are attached hereto and made apart hereof.
3. SEARCHERS will provide the aforementioned service during the times described for the sum of Six Thousand Six Hundred Sixty-One and Thirteen Hundredths Dollars (\$6,661.13) consisting of One Thousand Four Hundred Fifty-Eight (1,458) man hours at \$3.50 per hour for a total of Five Thousand One Hundred and Three Dollars (\$5,103.00) and Fifty (50) Canine hours at \$1.50 per hour for a total of Seventy-Five Dollars (\$75.00), communication equipment Six Hundred Eighty-Three and Thirteen Hundredths Dollars (\$683.13), surveillance and photographic equipment Four Hundred Dollars (\$400.00), administration expenses Four Hundred Dollars (\$400.00). All additional time, upon request from A.N.A., will be billed at the rate of \$3.50 per man hour. One half ($\frac{1}{2}$) of the total amount due Three Thousand Three Hundred Thirty and Fifty-Six Hundredths Dollars (\$3,330.56) shall be payable in advance to SEARCHERS with the remaining balance due and payable upon completion of services.

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4. SEARCHERS will provide A.N.A. with satisfactory evidence of public liability and workman's compensation insurance for all guard personnel.

5. SEARCHERS hereby agrees to indemnify and hold harmless the A.N.A. and its agents for all acts and actions taken by our security guards on the above described property pursuant to their duties as officers of this Agency.

6. SEARCHERS will supervise and instruct all guards in the performance of their duties in accordance with the policies of SEARCHERS and the regulations and requirements of A.N.A.

7. SEARCHERS will retain all rights of supervision and control over the conduct and job performance of all security guards, except for those supervisors of A.N.A. specifically designated for such purpose.

8. ACCEPTANCE AND APPROVAL of this Proposal by A.N.A. shall constitute a binding and enforceable contract on both SEARCHERS and A.N.A. and each party does upon such acceptance agree with the other that said Proposal shall constitute the entire contract between the parties.

SEARCHERS DETECTIVE AGENCY, INC.

Captain M. Mathias
Agent

BY Doyle S. Bickel

The foregoing Proposal as submitted is Approved and Accepted
this 11 day of MAY, 1971.

AMERICAN NUMISMATIC ASSOCIATION

William S. Longley Jr.
Witness

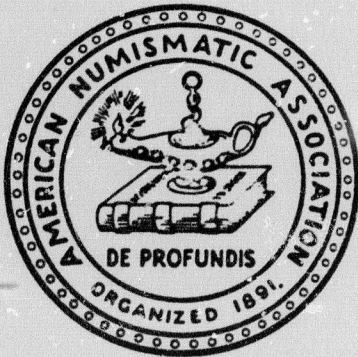
BY Robert W. Breen

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PLAINTIFF'S
EXHIBIT

American Numismatic Association

★ ★ ★ ★ ★



SOUVENIR PROGRAM

★ ★ ★ ★ ★

80th ANNIVERSARY
CONVENTION

★

The Washington Hilton
Hotel

Washington, D. C.

★

August 10-14, 1971



GENERAL INFORMATION

PRE-REGISTRATION: Monday, August 9, 8 A.M. to 9 P.M. in the Lobby of the Concourse Level. Daily Registration, at the same location, Tuesday through Friday, 9 A.M. to 9 P.M., and Saturday, 9 A.M. to 4 P.M.

ALL PERSONS 11 YEARS OF AGE AND OVER must register for admittance to any convention activity. General registration permits free entry to Exhibit Hall (the Bourse and Exhibits) and to the ANA Educational Forum. Auction, Hospitality, and Security areas and facilities are restricted to official convention badge holders only.

ALL GENERAL CONVENTION ACTIVITIES will take place on the Concourse Level, for which the floor plan appears on pages 20, 21. Specific locations for the various activities are indicated in the Schedule of Events.

THE EXECUTIVE DIRECTOR'S HEADQUARTERS are in the Kalorama Suite, on the Lobby Level.

THE CONVENTION GENERAL CHAIRMAN and his Co-Chairmen may be located through the Communications Center.

ANA AUCTIONS—Conducted by Stack's in six sessions, all in the International Ballroom (East): Wednesday, August 11 at 1 P.M. and 8 P.M.; Thursday, August 12 at 1 P.M.; Friday, August 13 at 1 P.M. and 7 P.M.; Saturday, August 14 at 1 P.M.

HOSPITALITY ROOMS will be maintained, Tuesday through Saturday, by the following numismatic societies in the designated suites on the Lobby Level (two floors above the Concourse Level):

Numismatic Literary Guild	Adams Suite
Token and Medal Society	Bancroft Suite
Society of Paper Money Collectors	Chevy Chase Suite
International Order of Wooden Money Collectors and Check Collectors Round Table	Dupont Suite
Society for Philatelics And Numismatics	Edison Suite

PUBLIC RELATIONS AND NEWS MEDIA HEADQUARTERS (Hemisphere Room) will operate Monday, 8 A.M. to 9 P.M., Tuesday through Friday, 9 A.M. to 9 P.M., Saturday, 9 A.M. to 6 P.M. (reopening immediately after the Banquet), and Sunday, 8 A.M. to 5 P.M. All closing hours will be extended as necessary.

THE SECURITY ROOM (Thoroughbred Room) facilities will be available to official convention badge holders Monday through Friday, 10 A.M. to 9 P.M., Saturday, 10 A.M. to 6 P.M., Sunday, 9 A.M. to 5 P.M., and Monday, August 16, 8 A.M. to noon. Bourse dealers will have access one hour earlier, Monday through Saturday. Items left in the Security Room after noon, Monday, August 16, will be at owners' risk.

TICKETS FOR TOURS AND SPECIAL EVENTS may be purchased at the Registration area. Tour reservations or cancellations are required by 3 P.M. of the preceding day; deadline for Breakfast, Luncheon, and Banquet tickets is noon of the preceding day.

